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Current Topics.

WE PRINT elsewhere a report of the meeting of the Northamptonshire County Council, at which the question of compulsory registration of title was considered. Our readers will see that, although the chairman of the council had obviously been "coached" into warm advocacy of the system, and all Earl SPENCER's great influence was exerted on the same side, the resolution that the council should defer taking action until the operation of the Act had been tested by further experience, was passed without a division! This is an exceedingly damaging check to the ambitious projects of the Land Registry.

WE PUBLISH with great pleasure a report of the proceedings at the conferring of the freedom of the borough of Kendal upon one of the persons whom the Lord Chancellor has recently stigmatized in the *Times* as "a comparatively small class" devoted to making efforts "to preserve an endless source of profitable employment for themselves." As will be seen, the honour was conferred on Mr. PENNINGTON largely in respect of his great services to, and high position among, the "comparatively small class" referred to, and it is only necessary to read his remarks to see how scandalously unjust is the Lord Chancellor's charge. Everyone in the profession will rejoice at this honour to Mr. PENNINGTON, and will wish him long life as a freeman of Kendal.

MR. JUSTICE BARNES on Tuesday gave a useful hint to suitors in person. The respondent in a matrimonial cause, who conducted his own case, had expressed a wish that "he had been ordained with the mind of a BUTT, a BALLANTINE, or a HAWKINS to deal with the case according to its merits." In giving judgment, the learned judge remarked that "no doubt the respondent considered he had conducted his case in a most able fashion, and nothing he [the learned judge] could say would probably alter

his views; but nevertheless he could not help pointing out that in this court, and especially in matrimonial causes, it was the greatest mistake for parties to conduct their cases in person, as they could not do so with an even mind. In this case most of the witnesses called by the respondent had established the case put forward by the petitioner."

No DOCUMENTS are more rigorously kept from public knowledge than the testamentary dispositions of sovereigns, and it is not a little curious to find in the Osborne Estate Bill, which has just been issued, a glimpse of a portion of Queen VICTORIA'S will. The preamble to the Bill is as follows: "Whereas the Osborne estate in the Isle of Wight is, under the will of Her late Majesty Queen VICTORIA, vested in his Majesty the King for his life, with remainder to the Prince of Wales for his life, with remainder to his first and other sons according to seniority in tail general, with divers remainders over, and with an ultimate remainder to his Majesty the King, his heirs and assigns for ever." It will be observed that the estate is limited in tail general, not in tail male, as one would have rather expected.

AMONG THE recent trials in the King's Bench Division was one in which substantial damages were recovered against a well-known provincial newspaper for libel said to have been contained in the criticism of a musical piece of which the plaintiff was the author and composer. The defendants denied that the words of the article had the meaning put upon them by the plaintiff, and also alleged that what they published was not a libel. They also pleaded that the criticism was fair and *bonâ fide*, and related to a matter of public interest. The law on this subject, though it is not so generally known as it might be, leaves it to the jury to decide whether the article in the particular case has gone beyond the limits of fair criticism. BOWEN, L.J., in *Merivale* v. *Carson* (20 L. J. 275) said plainly that in this country a man has a right to hold any opinion he pleases and to express his opinion. The opinion expressed in *Merivale* v. *Carson* was as to the morality of a play, and many people would think that the learned judge's statement of the law would apply without any qualification to an opinion as to the morality of a play. But the learned judge annexes a proviso to his statement of the law. The opinion must not go beyond the limits of what the law calls "fair." There is no exact and rigid definition of the word "fair," because the question of what is "fair" is always left to the jury. Anyone who is familiar with the reports of the trial of actions in respect of newspaper criticism must be struck with the apparent inconsistency of the verdicts in many of these actions. In this uncertainty some writers prefer to run the risk of writing in an exaggerated strain, while others express their opinion with undue caution and timidity. We cannot, however, suggest any remedy. "Fair criticism" and "negligence" must continue to be interpreted by juries, and lawyers will often find it a matter of extreme difficulty to predict the result of a trial.

THE CASE of *Edmundson* v. *Longton Corporation* (reported elsewhere), which was heard on the Crown side of the King's Bench Division last week, was one of some novelty. The appellant was a butcher at Longton, and the respondents, the corporation, had the right to supply gas to customers in that district. They had for some years, in accordance with modern practice, been in the habit of providing automatic meters for customers who gave notice that they wished to be supplied with them. One of these meters had been fixed upon the appellant's premises, subject to an arrangement that the meter should remain the property of the corporation, and that no charge should be made for it. Whenever the customer put a shilling in the slot of a box, a certain amount of gas was supplied. The key of this box was kept by the corporation, and they from time to time sent their collector to open the box and carry away the money. Upon one occasion when the collector examined the box he discovered that it had been broken open and that a sum of nineteen shillings was missing. The appellant having refused to pay this sum, a summons was taken out by the respondents, when the justices found that the appellant was liable, but stated a case for the opinion of the court. The argument for the respondents appears to have been that there was no payment to the corporation till they had actually collected the money, and that the coins were simply placed in the box by way of security. We have great difficulty in following this argument. The machine did not belong to the appellant, and it was not suggested that he had been guilty of any want of ordinary care in protecting it from thieves. By the ordinary law of debtor and creditor, if the creditor requests his debtor to pay the debt in a particular manner, and the debtor pays it accordingly, it is a good payment and discharges the debt. We need only refer to the familiar case of the creditor who requested his debtor to remit the amount of the debt by post, and who was held to have no remedy after the money had been duly remitted, though it fell into bad hands and he never received it. It is unnecessary to express any opinion as to what might be the consumer's liability if it could be shewn that he had received, owing to some defect in the machine, more gas than the payment which he had made gave him a right to receive. The court held that the appellant must be taken to have paid for the gas in accordance with the terms of his contract, and that the order of the justices must be reversed.

YET ANOTHER point under the Betting House Act, 1853, has been considered this week by the High Court, on appeal from justices, in the case of *Tromans* v. *Hodkinson* (reported elsewhere). It appears that the appellant was a bookmaker, who made it his custom to frequent the bar of a certain public-house accompanied by his clerk, and there make bets on horse-races with persons resorting thereto. The licensee was convicted for permitting betting, and the appellant was prosecuted and convicted, under the Act of 1853, for using the bar for the purpose of betting with persons resorting thereto. This conviction has been upheld by the High Court. Now, section 1 of the Act provides that "no house, office, room, or other place shall be opened, kept, or used for the purpose of the owner, occupier, or keeper thereof, or any person using the same," betting in the manner forbidden by the Act. It is fairly clear that the bar or tap-room, where these betting transactions were carried on, was a "place" within the meaning of the decision in the famous *Kempton Park case* (47 W. R. 585; 1899, A. C. 143). It was actually a *room*, quite capable of being conveniently used as a betting office, and of a very different nature from the spacious stretch of turf forming the enclosure at Kempton Park. It was unsuccessfully argued, however, on behalf of the appellant, that he was not a person "using" the place within the meaning of the Act. Certainly some support for this argument may be got from the judgments of the House of Lords. Thus, the Lord Chancellor said that the Act does not affect to deal with the betting of persons unconnected with the house *inter se*, but deals with persons who are in control or occupation of the place as master or servant; that in one sense every person who entered the inclosure "used" it, but he did not use it in the character of owner, keeper, manager, or conductor of the business thereof. It must be remembered that in that inclosure there was a crowd of betting men, each conducting his own business with any of the crowd of the general public who would bet with him. The case is surely very different where we have one man, with the consent of the actual occupier, carrying on a business in a room. If this man is not "using" the room within the meaning of the Act, then the Act can be evaded to any extent. Even if the Licensing Acts are sufficient to make cases exactly like the recent one too dangerous to be followed, still there are coffee-houses and other places where bookmakers might carry on their business with impunity if the court had allowed the appeal in this case. Probably no Act has ever given rise to more difference of opinion than this Betting Act. The Act itself is extremely ambiguous, and judges have taken diametrically opposite views of its meaning. It is full time that Parliament took the whole subject in hand; and if it hesitates to make sweeping changes in the law, it might at least consolidate the existing law in some intelligible form.

THE COURTS continue to supply examples of the difficulty of ascertaining when interferences between master and workman constitute a cause of action. Two decisions this week—that of the Court of Appeal in *Read* v. *Friendly Society of Stonemasons*, and that of the Divisional Court in *Bulcock* v. *St. Anne's Master Builders' Federation* (both in the *Times* of the 5th inst.)—illustrate the different aspect which the case assumes according as the interference does or does not result in the breaking of an existing contract. If the defendant has procured the breach of an existing contract, then he has committed an act which in itself is tainted with unlawfulness, and though every such act will not constitute a cause of action, yet the cause of action is complete if the act is done maliciously, or for other reasons is unlawful, or, as it has otherwise been put, if the act is done without just cause or excuse. In *Bowen* v. *Hall* (29 W. R. 367, 6 Q. B. D. 333) BRETT, L.J., took the former ground, and said that the act was, for this purpose, done maliciously if it was done for the indirect purpose of injuring the plaintiff or of benefiting the defendant at the expense of the plaintiff. Such an act is, he said, "a malicious act, which is in law and in fact a wrong act, and therefore a wrongful act, and therefore an actionable act if injury ensues from it." In *Quinn* v. *Leathem* (50 W. R. 139; 1901, A. C. 495) Lord MACNAGHTEN adopted the alternative form of stating the principle, saying: "A violation of legal right committed knowingly is a cause of action, and it is a violation of legal right to interfere with contractual relations recognized by law if there be no sufficient justification for the interference." But the apparent confusion between these statements is explained in the judgment of the Master of the Rolls in *Read* v. *Friendly Society of Stonemasons*. There the plaintiff had been taken as an apprentice as a stonemason by Messrs. WIGG & WRIGHT, and the defendant society alleged that this was a violation of certain rules of the trade by which Messrs. WIGG & WRIGHT had consented to be bound. They accordingly induced Messrs. WIGG & WRIGHT to cease to employ the plaintiff as a stonemason. This was a clear breach of contract, but the defendant society sought to shew that in the pre-existing obligation of the employers under the rules there was just cause and excuse for the interference. The Master of the Rolls has pointed out that where the interference has been made actually wrongful by the addition of illegality no question of just cause or excuse can arise. Malice, in the sense stated above, completes the cause of action, and especially if there is a conspiracy to injure, and there is then no room for any plea of justification. It is very desirable, said the learned judge, to guard against the notion that if the act done be illegal, "just cause" may still be alleged to purge the wrong. Here there was not merely an interference procuring a breach of contract, but the interference, besides being designed to benefit the defendant society at the expense of the plaintiff, was undertaken by persons acting in combination. Hence it was in itself actionable, and no justification could be pleaded. The Court of Appeal accordingly entered judgment for £50 for the plaintiff.

IT WOULD seem from the result of *Read* v. *Friendly Society of Stonemasons* that it is practically impossible for an association either of workmen or employers to procure the breach of an existing contract without rendering themselves liable to an action. To the other elements there is added in such cases the element of combination, which intensifies the illegality of the interference. "That conspiracy to injure," said Lord MACNAGHTEN in his judgment in *Quinn* v. *Leathem* referred to above, "—an oppressive combination—differs widely from an invasion of civil rights by a single individual, cannot be doubted." But the case is widely altered where, as in the second of the two cases we have mentioned, the interference does not involve the breach of any existing contract. In *Bulcock* v. *St. Anne's Master Builders' Federation* the plaintiff was one of a number of workmen at St. Anne's who struck against a reduction of wages. He obtained employment in the neighbouring town of Lytham at a higher rate than the St. Anne's builders were prepared to pay, and by the intervention of the Lancashire and Cheshire Building Trades Society, to which the St. Anne's Federation was affiliated, the plaintiff was discharged by his new employers, though without breach of contract. Of course the efficacy of all associated action, whether by employers or workmen, depends upon such a course being possible without involving the parties in civil liability. It was established by *Allen* v. *Flood* (46 W. R. 259; 1898, A. C. 1) that, there being nothing illegal in interfering with employment in the absence of breach of contract, the existence of malice did not in itself create a cause of action. On the other hand, *Quinn* v. *Leathem* (*supra*) has established just as clearly that the missing element of illegality may, under suitable circumstances, be supplied by combination, and that where two or more combine to coerce an employer from employing or continuing to employ a workman, a cause of action arises although no contract is broken. But the case must go beyond mere combination, and in *Bulcock* v. *St. Anne's Master Builders' Federation* the additional element of coercion was wanting. This apparently was the ground of the judgment of the Divisional Court in favour of the defendants. These latest cases are useful as pointing out the true line of distinction between *Allen* v. *Flood* and *Quinn* v. *Leathem*.

AN INTERESTING attempt was made in *Bank of New South Wales* v. *Goulburn Valley, &c., Proprietary* (1902, A. C. 543) to fix upon a bank liability for dealing with a company's account by their manager. The respondent company, who were the plaintiffs in the action, which was brought in Victoria, kept their banking account at the same bank as their manager. The manager was himself continuing to carry on a similar business to that of the company, which he had had before his appointment as manager, and, inasmuch as he had purchased all the shares of the company, the two businesses were being practically carried on in the same interest. On various occasions the manager's separate account was overdrawn, and in order to put it right, sums were by his direction transferred by the bank from the company's account to the credit of his own. Three separate sums of £1,022, £668, and £619, were so transferred. On the other hand, on one occasion it was the company's account which was overdrawn, and to place it in credit a sum of £231 was transferred from the manager's account. These various transfers were made quite openly and after explanation to the bank of the true relation between the company's business and the separate business of the manager. Ultimately, the company went into liquidation and the manager became insolvent, and the liquidator of the company sought to recover against the bank the three sums which had thus been transferred to the manager's account. The action failed before the judge of first instance, but his decision was reversed on appeal, and in the Supreme Court of Victoria the liquidator obtained judgment for the total amount—namely, £2,309. Had the matter rested there, the result would seem to have inflicted a great hardship on the bank. It is one of the elementary rules of banking law that a bank is bound to honour its customer's cheques, and it is not bound, nor is it entitled, to look behind the cheque into the transaction which it represents; and similarly when it receives a cheque on behalf of a customer whose account is overdrawn, it can place it to the credit of the account—in other words, use it to pay the customer's debt to itself—without inquiring into the customer's title to the money: see *Thompson* v. *Clydesdale Bank* (1893, A. C. 282). In the present case it was said that the drafts of the company in favour of their own manager were *ultra vires*, and that the bank should have known this. But such could hardly be the case. A company may well be indebted to their own manager and make payments to him, and the fact that the company and the manager have accounts at the same bank, and that transfers are made from one account to the other, cannot affect the result. In the present case, accordingly, the Privy Council held that, since the bank acted in good faith and without notice of any irregularity, it was not bound, before honouring the cheques, to inquire into the state of accounts between the company and their manager, and consequently the bank was not liable to repay to the liquidator the three sums transferred from the company's account. Hence the judgment of the Supreme Court of Victoria was reversed.

The Court of Appeal have affirmed in *Re Lawley* (reported elsewhere) the interesting decision of Joyce, J. (1902, 2 Ch. 673) as to the effect of a testamentary appointment in exercise of a general power which has been made as security for a debt. The donee of a general power to appoint by will a sum of £10,000 borrowed £1,000 on the security of a deed by which he covenanted to execute a will appointing that the £10,000 should be applied in the first place in repaying the advance with interest, and not to revoke the will. A will was executed accordingly, and the testator—the donee of the power—died without having revoked it. The lender of the £1,000 claimed the benefit of the appointment in priority to the general creditors of the testator, but his claim has been disallowed both by Joyce, J., and the Court of Appeal. "On whatever grounds," said Knight-Bruce, L.J., in *Fleming* v. *Buchanan* (3 D. M. & G. 980), "it was originally held, it is, and has for a long time been the settled law of the country, that if a man having a power, and a power only, over personal estate to appoint it as he will, exercises the power by a testamentary appointment, the property becomes subject in a certain order and manner to the payment of his debts, whatever may be the intention or absence of intention upon his part." There is no distinction here according as the appointment is made in favour of a volunteer or not, but in *Re Roper* (39 Ch. D. 487) Kay, J., spoke as though the rule only applied as against volunteers. "There is," he said, "no doubt that, in the case of a man who has a general power of appointment and exercises it by will in favour of volunteers, the property so appointed will be considered as assets for the payment of his debts." But the learned judge probably had not had his attention called to the case of an appointment for valuable consideration, and it is obvious that, in order to preserve the testamentary character of the power of appointment, no effect can be given to any bargain in regard to its exercise made *inter vivos*. In the present case the lender of the £1,000 claimed also by virtue of the covenant in his favour, and to such covenant, in determining the effect of the appointment, no regard could be paid. Taking the testamentary appointment by itself, he was in the position of an ordinary legatee, and accordingly had to give way to creditors. In other words, his title under the will was merely that of a volunteer, and gave him no priority.

In the case of *Gill* v. *Shepherd & Co.* (*Times*, 4th inst.) Kennedy, J., gave a decision upon an important question of Stock Exchange usage which has hitherto, we believe, not been clear. The point is whether a stockbroker who sells shares for his client to a jobber, without disclosing the jobber's name, is liable to his client for the full value of the shares in the event of the failure of the jobber before he has paid the price. Of course, if the broker is to be treated solely as agent, then the client has to be content with such remedy as the law and the rules of the Stock Exchange allow. If delivery of the shares has not taken place, the client is treated, under rule 177 of the Stock Exchange Rules, as retaining them at the "hammer price," and for any deficiency of this below the price at which he sold he must claim against the estate of the defaulting jobber. In the present case, however, the plaintiff sought to establish a custom of the Stock Exchange that the broker, by not disclosing the name of the jobber, becomes a principal, and liable to the client for the full purchase price of the shares. Such a custom would be very valuable to the outside world if it existed, but the plaintiff in the present case failed to establish it by evidence, and he accordingly lost the action. A vendor of stock or shares who sells through a broker in the ordinary way must look for payment in the long run, not to the broker, who remains throughout no more than an agent, but to the jobber to whom the broker sells.

It is stated that there are two appeals only against the decisions of revising barristers at the recent Parliamentary Revision Courts.

Among those who have accepted the invitation of the Treasurer and Benchers of Gray's-inn to dine with them on "Grand Day" of Michaelmas Term, on Friday, the 14th inst., are the United States Ambassador, Lord Robertson, the Master of the Rolls, Mr. Justice Wills, the Recorder of London, and the Lord Mayor.

The Negotiation of a Marriage Settlement of Personalty.

II.

The only question that can arise on the ultimate trust is a very serious one. If the father of the lady gives her any fortune, he is, of course, at liberty to annex any conditions to his gift, and, therefore, may insist on the ultimate trusts being framed in any manner he thinks fit. But the case is different as regards property which belongs to the lady herself. [It should be observed that where an appointment under a special power is made to a lady, the property becomes her property within the meaning of these remarks]. Sometimes her relations try to insist that, instead of her property reverting to her if she survives her husband, and of her being able to dispose of it by will if she dies, it should revert to some members of the lady's family. The objections in this provision are very serious. It operates as a fine on the lady because she marries, and the result may be that, if she is left a childless widow, she takes nothing but a life interest in her own fortune, and therefore she would have no power to make any provision for a nephew or niece who might have been brought up and always treated as a child by her. It should also be observed that the interest given to her family is generally vested, and therefore transmissible, so that if the lady lived to a good old age, the effect might be that the persons who would be entitled to her fortune after her death would be strangers to her.

In cases where the lady is young, and, as is usually the case, the negotiations are conducted by a solicitor instructed by a relation on her behalf, it is clear that it is the duty of the persons who act for her to insist on such a settlement as the court would consider proper, and if she is adult, and instructs the solicitor herself, it is the duty of the solicitor to advise her as to the proper form of the settlement. It cannot be doubted that the provisions under discussion are improper, and that, if they are adopted, the lady may be able to obtain rectification of the settlement. It follows that in the former case, if her solicitor consents to a settlement containing these provisions, he may be liable for negligence or to the costs of a suit for rectification of the settlement; in the latter case, however, he may be able to escape liability if he obtains and keeps evidence that he has advised her to have the settlement made in the usual form, and that she has insisted on having it made in the form proposed. If, however, the remarks contained in the judgment of Mr. Justice Farwell in *Powell* v. *Powell* (1900, 2 Ch., at p. 247) are law, it is the duty of a solicitor acting for a young lady, who is presumably under the influence of her parents, to advise her not to consent to the insertion of the provisions under discussion, and to refuse to act for her further if she persists. Although it may perhaps be doubted how far these remarks are acted on in practice, it appears clear that a solicitor consenting to the insertion of these provisions places himself in a position of danger.

Although the covenant for settling the after-acquired property of the lady is not technically a "usual" clause (*Re Maddy*, 1901, 2 Ch. 820), it is pretty generally inserted, particularly in settlements where the lady is young. Objections have been raised to the clause on the ground that if a donor or testator wishes to give property to the lady, he cannot avoid giving also a life interest to the husband, and further that he cannot give property, over the excepted amount to her to be dealt with as she thinks fit. There are two answers to this objection. First, it is always competent for the donor to settle the property in such a manner that it does not fall within the covenant; and, secondly, if the covenant is framed with the exception of property as to which the donor expresses an intention that it should not be bound by the covenant (see the form in 2 K. & E. 592), all that the donor need do is to express his intention that it should not be bound. With this exception, the clause appears to be proper to be inserted, at all events where the lady is young. If she is a middle-aged woman, accustomed to business, the insertion of it is a matter for discussion. Unless the provision (to be noticed presently) for taking part of the lady's property out of the settlement in case she marries again is inserted, it may be proper to extend the provisions in favour of

the children of the intended marriage to the children of a future marriage, so far as relates to property becoming bound by the covenant, and to enable her to give a life interest in it to a future husband.

It is not uncommon to provide that one or both of the spouses should be entitled to take part of their property out of the settlement, and to settle it on an after-taken husband or wife and the children of a future marriage. If this clause is inserted the questions for consideration are whether an aliquot part of the fortune is to be taken out of the settlement or a part depending on the number of the children of the intended marriage or on the number of the children of both marriages. Sometimes there is a provision that, if there are only a certain number of children of the intended marriage who attain twenty-one, &c., the surviving spouse may take part of the property out of the settlement without reference to a future marriage. Where all the fortune of the lady is settled, and there is a covenant to settle her after-acquired property, one of these clauses applying to her property should be stipulated for on her behalf.

Where all the property that is settled is reversionary, it may be necessary to provide an immediate income for the spouses, and for the children of the marriage, in case both the spouses die before the reversion falls into possession. This is most commonly effected by the parent of one of the spouses covenanting to pay an annuity until the reversion falls in, if and so long as either of the spouses or any child of the marriage shall be living. Sometimes, perhaps usually, the annuity is made variable in amount according to the events that happen. It is, perhaps, not very common to charge the annuity on any property of the covenantor; but it is, where practicable, advisable to do so, especially if he is engaged in business, owing to the risk of his becoming bankrupt.

If the husband has no property that can conveniently be settled, he often insures his life and settles the policy moneys. Two forms of policy should be carefully distinguished: (1) Policies for the whole term of life—*i.e.*, where the money assured will not be payable till the death of the assured; and (2) endowment policies—*i.e.*, where the money will be payable on the assured attaining a certain age, or on his earlier death.

Before discussing which form of policy had better be adopted, it will be convenient to explain shortly the different forms of policy.

Policies, whether for term of life or endowment policies, can be effected either with or without profits, the annual premium in the latter case being less than in the former case. Where the policy is for the whole term of life it is sometimes provided that reduced premiums are to be taken for the first five years. This scheme is not very expedient in the case of a policy effected on marriage, as the higher rate of premium becomes payable at a time when the expenses of the spouses may probably increase owing to children being born. It may, however, be convenient in cases where the husband is an official whose salary increases automatically according to his length of service. Sometimes only a limited number of premiums are to be paid. If the husband can afford to pay the higher premium required for this scheme, this scheme is convenient, as the premiums will cease after, say, twenty years, a time when he will have heavy expenses for education. Where the policy is with profits, it is sometimes provided that the bonuses are to be applied in reduction of premiums, and this is a convenient scheme where the policy is effected on marriage. There is a great advantage in an endowment policy, as if the husband is alive at the expiration of the fixed term, he will receive the policy moneys, so that not only will no more premiums have to be paid, but additional income will be received from the investment of the policy moneys.

In selecting an insurance office it is of the greatest importance to consider the stability of the office rather than to consider which office accepts the lowest premiums. Owing to competition, the most solvent offices accept premiums at very nearly the same rate, and it may be fairly assumed that if any office accepts such lower rates it will eventually fall into difficulties. It is difficult to conceive the painful position a man would be in who has made sacrifices for his children by insuring his life when the office in which he is insured becomes insolvent. This is a warning which should be taken to heart, as some such instances have occurred.

The question what investments of the trust funds should be authorized requires careful consideration. On the one hand, it is of paramount importance that the trust property should be safely invested, and on the other hand, it must be remembered that the better the security the lower is the rate of interest. The reader will find in any of the ordinary books of precedents the forms for restricted, fair range and extensive range of investments; perhaps in ordinary cases the fair range had better be used. It is not convenient to frame the investment clause by reference to the statutory powers of investment, as if this be done, it will be necessary, whenever a change of investment is made, to employ a lawyer for the purpose of ascertaining whether the proposed investment is within the terms of the power, while if the investments are specified, any business man can in ordinary cases say whether this is the case.

The power to invest in the purchase of land or of a house for the residence of the spouses is rather lengthy, but unless the settled funds are very small it had perhaps better be inserted.

It is generally provided, where there is a power to purchase leaseholds, that no leasehold having a term of less than sixty years shall be purchased. This is not very convenient if the spouses intend to live in London, as the existing leases on many of the great London estates are for much shorter terms. If, however, the trustees are directed when they purchase leaseholds to take out a sinking fund policy for the amount of the purchase-money, payable at the end of the term, and to pay the premiums out of the income of the trust funds, there appears to be no substantial objection to the purchase of leaseholds for a short term being authorized, but we are not aware that this suggestion has been adopted in practice.

It is the practice to appoint the same number of trustees on the part of each of the spouses. In ordinary cases it is not expedient to appoint more than four trustees, as not more than four persons can be entered in the books of the bank as the owners of Consols.

It is not common to provide what shall be done in case any dispute should occur as to the details of the proposals. But in many cases it may be useful to declare that the settlement shall be settled for all parties by some named counsel, or to provide that in case of difference it shall be settled by a named counsel or by a counsel to be ascertained in a specified manner.

Lastly, the proposals should always provide for the insertion of "such other provisions as counsel shall advise and as may be agreed upon." This provision only expresses what might be done if nothing was said on the matter, but it appears to have some moral weight, as shewing that the parties contemplated the insertion of such other clauses as might be convenient.

H. W. E.

The Solicitor-Trustee's Remuneration Clause.

II.

Turning to Key and Elphinstone, it will be found that the form in the third edition (1890, vol. 2, p. 838), which is retained, with the introduction of the words "for the time being" after "trustee," in the last edition (1902, vol. 2, p. 831), is as follows:

> "And I further declare that the said —— and any other executor or trustee for the time being hereunder being a solicitor or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional or other charges for any business done by him or his firm in the premises, whether in the ordinary course of his profession or business or not, and although not of a nature requiring the employment of a solicitor or other professional person."

The clause is substantially the same as that in the fourth edition of Bythewood and Jarman by Robbins (1889, vol. 2, p. 975). It will be seen that it covers three points: (1) the solicitor-trustee may charge "usual professional or other charges"; (2) they may be charges for work done whether in the ordinary course of his profession or business or not; and (3) the work need not require the employment of a solicitor. A shorter form which explicitly covers only the first point is given in the last edition of Hayes and Jarman's Concise Forms of Wills (11th ed., 1898, p. 337):

> "I direct that my trustee [*name*], whether he shall accept the trusteeship or not, shall be the solicitor to my trust property, and as

such, notwithstanding his acceptance of the trusteeship, be allowed all professional and other charges for his time and trouble which if employed as solicitor to my trustees, not being himself a trustee, he would be entitled to make."

From the decision in *Re Ames* (25 Ch. D. 72) it appears that these clauses—or at any rate the one quoted from Key and Elphinstone—are effectual to let in charges for work which is not strictly professional. There the will directed that a solicitor-trustee might transact any business connected with the estate, "whether such business be usually within the business of a solicitor or not, and that he shall be allowed to make the usual professional and other proper and reasonable charges for all business done and time expended in relation thereto, notwithstanding his being a trustee or executor, or any maxim to the contrary." The taxing-master declined to allow under this clause any charges for work which was not strictly professional, but NORTH, J., overruled him. The costs allowed by the will were not to be limited to professional costs, but were to include other costs and charges properly incurred. Unfortunately no particular items were then in question, and the case gives no hint as to the nature of the non-professional charges that would be allowed. It is simply a decision that such charges are not to be shut out.

But with *Re Ames* we have to take *Re Robinson* (48 W. R 698; *sub. nom. Clarkson* v. *Robinson*, 1900, 2 Ch. 723), in which, however, *Re Ames* does not seem to have been referred to. *Re Robinson* was a direct decision on the form in Key and Elphinstone, just as *Re Fish* was a direct decision on Mr. WOLSTENHOLME's earlier form. It was a decision, therefore, on a form which was at least as extensive as that in *Re Ames*. The solicitor-trustee was to be paid "all usual professional or other charges" for business done in relation to the administration of the estate, "whether in the ordinary course of his profession or business or not, and although not of a nature strictly requiring the employment of a solicitor or other professional person." But BUCKLEY, J., although he was ready to give some effect to the words which allowed charges for work not in the ordinary course of a solicitor's business, declined to extend the clause so as to cover allowances for time and trouble generally. The solicitor could only charge for work done in the course of his profession or business, whether it was done in the ordinary course or not in the ordinary course. What kind of work would fall within this category does not appear, but BUCKLEY, J., distinguished the case from *Re Fish* on the ground that the clause before him did not contain the parenthesis inserted in Mr. WOLSTENHOLME's clause ". . . (including all business of whatever kind not strictly professional, but which might have been performed, or would necessarily have been performed in person by a trustee not being a solicitor)." "Directly," said the learned judge, "you get such words you have words which shew that everything which the trustee does personally he is entitled to be paid for, and the Court of Appeal said that under that clause the trustee was entitled to be paid for his trouble."

A further ground for excluding the solicitor-trustee from the full benefit of such a clause was discovered by KEKEWICH, J., in the recent case of *Re Devereux* (46 SOLICITORS' JOURNAL, pp. 308, 320). A testator directed that his trustees, instead of acting personally, might, in their discretion, "employ and pay any other person to transact any business or do any act whatever required to be done in the premises, including the receipt and payment of money; and that any executor or trustee acting hereunder, being a solicitor or other person carrying on any profession, shall be entitled to act in his professional capacity in the administration of my estate or the execution of the trusts of this my will, and to be paid out of my estate all professional and other charges *in the same manner as though, not being an executor or trustee, he had been employed by my trustees or trustee to act as aforesaid.*" It will be noticed that this clause is not so wide in its terms as those quoted above from Wolstenholme and from Key and Elphinstone, and it resembles most nearly the one given in Hayes and Jarman. The words "professional and other charges" clearly contemplated, however, that the solicitor-trustee should be paid for work done outside his ordinary work as a solicitor. Nevertheless, in the view of KEKEWICH, J., the words in italics implied that, to entitle him to such payment, he must have been actually employed by the trustees of the will to do non-professional work. With deference to the learned judge, this seems to ascribe quite a different meaning to the words than that which they are intended to convey. They assume that the solicitor-trustee is *not* actually employed by the trustees. Indeed, if he were left as sole trustee, this could not be the case. He is to be paid, however, just as if he were an outside solicitor, and as if he were employed by the trustees. The words describe the extent of his right to payment; they are not intended to make his employment by the trustees a condition of payment.

To sum up the result of the foregoing survey of precedents and authorities, it is safe to say, in the first place, that every will or settlement ought to contain a clause at least entitling a solicitor-trustee to do the strictly legal professional business of the trust and to make the usual professional charges. Whether a solicitor is appointed a trustee originally, or comes in subsequently, in either case it is natural and proper that the work of the trust should go to him. The frame of such a clause is given in the precedents from the third edition of Bythewood and Jarman and from Davidson quoted above, and a neat form to the same effect will be found in Sweet's Concise Precedents (4th ed., 1886), p. 1103. Or the clause (in the case of a will) may run:

> Any executor or trustee hereunder who is a solicitor or other person engaged in any profession or business shall be entitled to act in his professional or business capacity in any matters arising in the administration of my estate or the execution of the trusts of this my will, and to be paid for work done in such matters in the same manner as if he were not an executor or a trustee.

In most cases, however, the clause may properly go further, at any rate as to solicitors. A solicitor who consents to be trustee is not in the same position as a layman who, purely from motives of friendship—or, shall we say, because he cannot say no—undertakes the office. The testator or settlor selects the solicitor as much for his capacity to manage affairs as for his strictly legal qualifications, and it is proper, therefore, that the demands made upon his time by the affairs of the trust should be remunerated. The form given in Key and Elphinstone has, as we have seen, been held to stop short of this, and to give a right to remuneration only for work done in the course of his business, whether in the ordinary course or not; and the scope of the clause is also restricted by the direction that he is to make "usual" charges. Hence the work must be such that he has a "usual" charge for it. The learned editors in the last edition admit the narrow effect given to the clause by *Re Robinson* (ed. 1902, vol. 2, p. 527), but they do not think it necessay to amend the clause. They question the expediency of adding an express power to charge for time and trouble. But it seems to us that there is no satisfactory halting-place between charging for professional work only, and charging for time and trouble generally as well. It must always be uncertain what acts, not strictly professional, are yet within the solicitor's business so as to entitle him to charge. If the clause is extended at all, it should go to the full length sanctioned in *Re Fish*. The testator will, of course, be informed that a lay trustee would have to do the work for nothing. He will also be informed that, should no lay trustee consent to act, there is the alternative of having a judicial trustee appointed at the cost of the estate. If the estate is a large one, and he wishes himself to place it in the hands of a solicitor, the natural course is that he should provide suitable remuneration by making the clause cover work done generally in the administration of the trust. The only clause which hitherto seems to have been held to attain this end is Mr. WOLSTENHOLME's older clause, and that only by reason of its being expressly made to include matters which a trustee, not being a solicitor, would have performed in person. Taking advantage of this result of the decision of the Court of Appeal in *Re Fish*, it may be suggested that the following clause would be effectual:

> Any executor or trustee hereunder, who is a solicitor, shall be entitled to act in his professional capacity in any matters arising in the administration of my estate or in the execution of the trusts of this my will; and shall be entitled to be paid, not only his professional charges for work so done in the same manner as if he were not an executor or trustee, but also to be paid his reasonable charges for all other work done and time spent by him in the premises, including matters which an executor or trustee who was not a solicitor might ordinarily be expected to attend to personally.

A clause in this form does not require that the solicitor-trustee shall, as a condition of payment, have been specifically employed by his co-trustees, and so it gets over the difficulty in *Re Devereux* (*supra*). It may be added that a clause enabling a solicitor-trustee to charge profit costs confers a beneficial gift on him, and hence is void under section 15 of the Wills Act, 1837, if the solicitor is an attesting witness to the will (*Re Pooley*, 37 W. R. 17, 40 Ch. D. 1); though where a clause so made void is restored by a codicil which the solicitor does not attest, it is not destroyed again by his attesting a second codicil: *Re Trotter* (47 W. R. 477; 1899, 1 Ch. 764). If the estate is insolvent, the clause does not enable the solicitor-trustee to charge profit costs at the expense of creditors: *Re White* (46 W. R. 676; 1898, 2 Ch. 217). It seems that the fact that a trustee is remunerated for his services does not increase his liability to the trust estate: *Jobson* v. *Palmer* (41 W. R. 264; 1893, 1 Ch. 71).

Reviews.

Criminal Law.

OUTLINES OF CRIMINAL LAW, BASED ON LECTURES DELIVERED IN THE UNIVERSITY OF CAMBRIDGE. By COURTNEY STANHOPE KENNY, LL.D., Barrister-at-Law. Cambridge University Press.

This book is a scientific treatise on the criminal law for the use of students, and it reaches a very high level of literary excellence. It aims at imparting a clear view of the principles on which the law is founded rather than a knowledge of the more minute details which the practitioner requires. The book is distinguished from its many competitors chiefly by the prominence given to theory rather than to practice, and by the fact that it is quite regardless of the requirements of any particular examination. We do not know any book more suitable for the purposes of the student, the object of whose labour is knowledge, and not the mere passing of examinations. For him, however, whose sole desire is to pass an examination, this book is not quite sufficient, as long as examinations are conducted as they are at present. For example, certain offences are passed over in silence. We are unable to find any mention of those offences peculiar to bankrupts, or of offences against the coinage, or of abduction, or of bribery, or of several others about which examiners are liable to be curious. Again, although the form of an indictment is carefully explained, the author does not suppy his readers with even one precedent; and without precedents the rules are very difficult of comprehension. The book, however, is an extremely interesting one, the reading of which will be enjoyed by any man of good education who takes any interest in this great subject, either from the historical, the ethical, or the philanthropic point of view.

A GUIDE TO CRIMINAL LAW. INTENDED FOR THE USE OF STUDENTS FOR THE BAR FINAL AND FOR THE SOLICITORS' FINAL EXAMINATIONS. By CHARLES THWAITES, Solicitor. SIXTH EDITION. Furnival Press.

This book is exactly the opposite in many respects of Mr. Kennedy's work. It is difficult to imagine anyone reading it for pleasure, and it has no literary pretensions. It is, however, a very useful book for students when time is short and the bar or solicitors' examination is close at hand. Then the student whom the press of other studies has prevented from devoting sufficient time to his criminal law, will find the whole subject neatly arranged by Mr. Thwaites for rapid assimilation. Nothing is there which may not be asked by the examiners, and it is exceedingly difficult to discover the omission of anything which can reasonably be looked for in a book of this sort. It also contains a number of test questions with answers. It is, in short, an excellent "cram" book; and this statement is proved by the fact that a sixth edition is now demanded by the not too industrious student.

Books Received.

A Treatise on the Law Relating to Debentures and Debenture Stock Issued by Trading and Public Companies, and by Local Authorities. With Forms and Precedents. By PAUL FREDERICK SIMONSON, M.A. (Oxon.), Barrister-at-Law. Third Edition, Revised. Sweet & Maxwell (Limited).

The Winding up of Companies any Reconstruction. By His Honour Judge EMDEN. Sixth Edition. By HENRY JOHNSTON, Barrister-at-Law. William Clowes & Sons (Limited).

A Compendium of the Law of Torts, Specially Adapted for the Use of Students. By HUGH FRASER, M.A., LL.D., Barrister-at-Law. Fifth Edition. Sweet & Maxwell (Limited).

Waterlow Bros. & Layton's Legal Diary and Almanack for 1903: containing a List of Stamp Duties from 1804 to the Present Time, with Regulations as to Stamping and Allowance for Spoiled Stamps, a Diary for Every Day in the Year, Suggestions on Registering and Filing Deeds and Papers at Public Offices; Table of Succession to Real and Personal Property; Papers on the Preparation of Legacy and Succession Accounts; and Notes as to Preliminary, Intermediate, and Final Examinations of Articled Clerks; a List of Law Reports, with their Abbreviations and Dates; an Index to the Public General Statutes from time of Henry III.; a Digest of the Public General Acts of last Session; List of London and Provincial Barristers, and London and Country Solicitors, Irish and Scotch Solicitors, with Appointments, Agents, &c. Waterlow Bros. & Layton (Limited).

The Solicitors' Diary, Almanac, and Legal Directory, 1903: containing an excellent Diary, with Legal Notes for Each Day in the Year; Treatises on the Stamp Act and on Estate, Succession, and Legacy Duties; Lists of County Courts, Recorders, Town Clerks, Clerks of the Peace, Coroners, Under-Sheriffs, King's Counsel, &c.; Information as to Oaths in Supreme Court, Jurats, &c.; Suggestions on Registering Deeds, &c., at Public Offices; Table of the Solicitors Acts; the Solicitors' Remuneration Order and Scale; Precedents of Costs; Lists of District Registries and Official Receivers in Bankruptcy; Parliamentary, Insurance, and Banking Directories, &c.; a Digest of the Public General Acts of the Session of 1902 (2 Ed. 6), with Alphabetical Index, &c.; Complete List of Practising Barristers-at-Law, and of London and Country Solicitors, with Appointments held by them. The Treatise upon the Stamp Act and the Law and Practice of Stamping Documents is Revised to Date in Accordance with the Latest Decisions and Practice. The Treatise on Oaths, Solicitors' Charges, and Death Duties are Revised by J. GODFREY HICKSON, Esq., Solicitor. Fifty-ninth Year of Publication. Waterlow & Sons (Limited).

Registration of Title to Land: An Explanation of the Leading Features of the Land Transfer Acts, 1875 and 1897, and a Guide to the Procedure, Showing Who May Register, What Can be Done, How to Do It. By W. G. NOTTAGE, F.S.I., Examiner Survey and Map Department, Land Registry, London. Sweet & Maxwell (Limited).

Wilson's Legal Handy Books: How to Appeal against your Rates (in the Metropolis). With Forms and full Instructions. By ANDREW DOUGLAS LAWRIE, Esq., M.A., Barrister-at-Law. Fourth Edition, Revised so as to include Parts of the London Government Act, 1899. By THOMAS MARRIOTT, Solicitor. Effingham Wilson.

The Law Magazine and Review: A Quarterly Review of Jurisprudence. Being the Combined Law Magazine, founded in 1828, and the Law Review, founded in 1844. November, 1902. Law Journal Publishing Company.

Correspondence.

Typewriting.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your observation on p. 2 of the SOLICITORS' JOURNAL issue of the 1st of November, on commencing using typewriting in my office I found that the typewritten documents in blue or violet ink soon faded, and as a practical result appeared to me unfit for use for any document, but on applying to the Yost Co., from whom I had my machines, we have used their Black Record Ink, which no doubt can be obtained from other makers of the machine, and I have had frequently type-written wills made, which the clients prefer, as it is so easily read, and generally I find that if black record ink is used, the type-writing machine is a great advantage for any writing in the office.

DRURY FREEMAN.

10, Manor-terrace, Lea Bridge-road, Leyton, Nov. 1.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the paragraph in your issue of the 1st inst., I have frequently had wills typewritten, and have also proved type-written wills, but I always use the black ribbon.

R. N. R.

Nov. 4.

Mr. Lucy, in the *Strand Magazine* for November, among other stories of the late Sir Frank Lockwood, mentions a "little aside" he heard in a speech by Lockwood some years ago at the Sheffield Press Club. Alluding to his long connection with Sheffield in the capacity of recorder, he said: "I hope that during the ten years I was connected with this city I gave satisfaction"—(here the company broke into a loud cheer). "I was about to add," continued Lockwood gravely, "I gave satisfaction to those gentlemen who came before me in my judicial capacity. I did not realise till I heard the applause that there were so many present here to-night."

Points to be Noted.

Company Law.

Reconstruction—Effect on Lease.—The voluntary winding up of a company, although perfectly solvent, for the purpose of reconstruction or amalgamation only, will cause a forfeiture of a lease which provides for re-entry if the lessees, being a company, shall enter into liquidation, either compulsory or voluntary. Such a proviso is "a condition for forfeiture on the bankruptcy of the lessee" within section 14, sub-section 6, of the Conveyancing Act, 1881.—FRYER *v.* EWART (H.L., March 13) (1902, A. C. 187).

Director—Resale to Company at a Profit.—If a director, without his company's authority and not under circumstances making him a trustee for the company, resells to the company at a profit, the company cannot affirm the contract and at the same time treat the director as trustee for it of the profit.—BURLAND *v.* EARLE (P.C., Nov. 9, 1901) (1902, A. C. 83).

Director's Qualification.—In order to hold qualification shares "in his own right," a director need not hold the shares as beneficial owner, but he must hold them in such a way that the company may deal with him in respect of them whatever his interest may be. After his bankruptcy, if his trustee has claimed the shares, he no longer holds in his own right.—SUTTON *v.* ENGLISH AND COLONIAL PRODUCE (Buckley, J., June 5) (1902, 2 Ch. 502).

Chairman's Declaration at Meeting.—The chairman's declaration that a special resolution has been passed is not conclusive if it shews on the face of it that the statutory majority has not been obtained.—RE CARATAL (NEW) MINES (Buckley, J., June 3) (1902, 2 Ch. 498).

Prospectus—Contracts.—Apart from the repealed section 38 of the Companies Act, 1867 (and probably section 10 of the Act of 1900), certain contracts ought in fairness to intending investors, to be disclosed.—Per Romer, L.J., CACKETT *v.* KESWICK (C.A., June 11) (1902, 2 Ch. 456).

Director—Fiduciary Relation.—Directors are not trustees for individual shareholders. There is no law to prevent them from purchasing shares without disclosing negotiations which are on foot to sell the undertaking of the company.—PERCIVAL *v.* WRIGHT (Swinfen Eady, J., June 23) (1902, 2 Ch. 421).

Conveyancing.

Estate of Freehold to Arise in futuro.—The grantee under a conveyance with the usual words "unto and to the use of" takes at common law by virtue of the word "unto," and not under the Statute of Uses. Hence his estate is subject to the rules of the common law, and will fail if it is so limited as to arise *in futuro*. And an exception out of such a conveyance, since it operates as a regrant, stands on the same footing. Consequently, it was held that an exception of land to be ascertained at a future time was void. Moreover, even had the conveyance operated under the Statute of Uses, the result would have been the same, inasmuch as no time was limited within which the land was to be ascertained, and the exception therefore infringed the rule against perpetuities.—SAVILL BROTHERS (LIM.) *v.* BETHEL (C.A.) (50 W. R. 580; 1902, 2 Ch. 523).

Covenant for Quiet Enjoyment.—A covenant for quiet enjoyment in the usual restricted form protects the lessee against disturbance by the lessor or persons lawfully claiming from or under him. And the covenant is only violated if the acts complained of are done by virtue of the title derived under the lessor. Hence, where an assignee of the reversion had by a distinct title acquired neighbouring premises, and had done thereon acts which were alleged to constitute an interference with the enjoyment of the demised premises, it was held that there had been no breach of covenant.—DAVIES *v.* TOWN PROPERTIES INVESTMENT CORPORATION (LIM.) (1902, 2 Ch. 635).

Restrictive Covenants.—Provisions in a lease relating to the lessee and his "assigns" do not in general extend to underlessees, the word "assign" having in such a connection acquired the technical meaning of an assignment of the whole interest in the lease. But in considering the liability imposed by a covenant restricting the user of the demised land, the word assigns may be neglected; and whether the covenant in terms binds assigns or not, it can be enforced against all persons taking under the lessee with notice. Consequently, it can be enforced against an underlessee.—HOLLOWAY BROS. (LIM.) *v.* HILL (Byrne, J.) (1902, 2 Ch. 612).

Investment of Capital Money.—Under section 22 (2) of the Settled Land Act, 1882, capital money arising under the Act is to be invested or applied by the trustees "according to the direction of the tenant for life." This does not, however, absolve the trustees from satisfying themselves as to the propriety of a proposed investment, and in the case of a mortgage they are not bound to obey the tenant for life's direction unless they are satisfied that it has been given upon a proper investigation of title, and a proper report as to the value of the proposed security, and upon proper advice as to the form of the mortgage. But upon being satisfied as to these points, they are bound to make the investment.—RE HOTHAM, HOTHAM *v.* DOUGHTY (C.A.) (50 W. R. 692; 1902, 2 Ch. 575).

Criminal Law.

Permitting Place to be Used for Betting.—The proprietor of a newspaper who advertises coupon competitions such as have been declared to be illegal in the case of *Stoddart* v. *Hawke*, although all coupons, money, &c., are to be posted to an address outside the United Kingdom, and although he has no interest in the competition save the ordinary profit from advertising, is liable to be convicted under the Betting Houses Act, 1853, for permitting his newspaper office to be used for purposes forbidden by the Act.—MACKENZIE *v.* HAWKE (66 J. P. 696).

Sunday Observance: Condition Precedent to Prosecution.—Although the Sunday Observance Prosecution Act, 1871, requires the consent in writing of the chief police officer of the district or of two justices before proceedings can be taken for an offence under the Sunday Observance Act, 1677, no such consent is required before prosecuting for the offence of selling bread on a Sunday under the London Bread Act, 1822.—REX *v.* MEAD AND ANOTHER (66 J. P. 676),

Result of Appeals.

Appeal Court I.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.

(New Trial Paper.)

Attorney-General *v.* The Gas Light & Coke Co. Application of defendants for judgment or new trial on appeal from verdict and judgment, dated April 16, 1902, at trial before Mr. Justice Ridley and a special jury, Middlesex. Dismissed with costs. Oct. 31.

Gidumal *v.* S. J. Tellery & Co. Application of defendant for judgment or new trial on appeal from verdict and judgment, dated April 21, 1902, at trial before Mr. Justice Phillimore and a common jury, Middlesex. New trial allowed. Oct. 31.

Wickham *v.* Chester, Broome, & Griffithes. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, dated April 15, 1902, at trial before Mr. Justice Lawrance and a special jury, Middlesex. Dismissed with costs. Oct. 31.

Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.

(In Bankruptcy.)

In re A Debtor (ex parte The Debtor), No. 563 of 1902 from a receiving order made by Mr. Registrar Brougham, dated July 2, 1902. Dismissed with costs. Oct. 31.

In re A Debtor (ex parte The Debtor), No. 334 of 1902 from an order made by Mr. Registrar Linklater, dated August 6, 1902, refusing to rescind a receiving order. Dismissed with costs. Oct. 31.

In re A Debtor (ex parte The Debtor), No. 799 of 1902 from a receiving order made by Mr. Registrar Hope, dated August 14, 1902, and from his order of August 27, 1902, dismissing the debtor's application to rescind the said receiving order. Appeal allowed with costs, except as to August 27. Oct. 27. Leave to appeal to House of Lords refused.

Appeal Court I.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.

(Original Motions.)

Collins *v.* Norman and Another. Application of plaintiff that defendants give security for costs of appeal. (No. 21, New Trial Paper.) Collins *v.* Norman and Another. Application of plaintiff that defendant Norman give security for costs of appeal. (No. 22, New Trial Paper.) Dismissed with costs. Nov. 3.

Cadman *v.* Ward. Application of plaintiff that defendant give security for costs of appeal. (No. 140, K. B. Final.) Granted. Nov. 3.

The MASTER OF THE ROLLS and STIRLING and COZENS-HARDY, L.JJ.

(Interlocutory List.)

Read *v.* The Friendly Society of Operative Stonemasons and others. Application of defendants, other than R. E. Saunders, from order of The Lord Chief Justice and Justices Darling and Channell, dated May 3, 1902. (c.a.v. August 6). Dismissed with costs. Nov. 4.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.

(New Trial Paper.)

Stuart *v.* Freeman. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, dated April 14, 1902, at trial before Mr. Justice Ridley and a special jury, Middlesex. Judgment entered for plaintiff, with costs. Nov. 4.

Haley *v.* Smith and others. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, dated March 22, 1902, at trial before Mr. Justice Lawrance and a special jury, Leeds. Settled by consent. Nov. 4.

Ryland v. Jackson Application of plaintiff for judgment or new trial on appeal from verdict and judgment, dated April 30, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex. Same *v.* Brodie. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, dated April 30, 1902, at trial before Mr. Justice Bruce, and a special jury, Middlesex (consolidated). Verdict entered for plaintiff by consent; damages, a farthing; no costs either side. Nov. 4.

Eastey *v* Wood. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, dated May 1, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex. New trial ordered; costs to abide event. Nov. 5.

Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.

(General List.)

Wright *v.* Carter and others. Appeal of plaintiff from order of Mr. Justice Kekewich, dated January 21, 1902. Appeal allowed. All parties to pay own costs in court below; defendant to pay plaintiff's costs of appeal; plaintiff to pay Miss Blanche Wright's costs of appeal. Nov. 5.

(Original Motion.)

Millwall Dock Co. *v.* The Agricultural Organizing Agency (Limited). Appeal of plaintiffs to withdraw appeal (No. 72, Chancery General List). Allowed with costs. Nov. 5.

(Interlocutory List.)

Divorce. S. Lyles *v.* F. Lyles. Appeal of appellant, Susan Lyles, from order of Mr. Justice Barnes, dated August 8, 1902. Order discharged; no costs of appeal or below.

In the Matter of The Companies Acts, 1862 to 1893, and In re the Matter of Radford & Co. & Bright (Limited) (in liquidation). Appeal of D. M. Stevenson from order of Mr. Justice Buckley, dated August 5, 1902. Allowed with costs. Nov. 5.

Appeal Court I.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.

(New Trial Paper.)

Lloyd *v.* Woolland Brothers. Application of defendants for judgment or new trial on appeal from verdict and judgment, dated May 3, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex. Judgment entered for defendants. Nov. 6.

Cases of the Week.

Court of Appeal.

READ *v.* FRIENDLY SOCIETY OF OPERATIVE STONEMASONS. No. 1. 4th Nov.

CAUSE OF ACTION—INDUCING BREACH OF CONTRACT.

This was an appeal from the judgment of a Divisional Court (Lord Alverstone, C.J., and Darling and Channell, JJ.) on an appeal from a judgment of the judge of the Suffolk County Court (1902, 2 K. B. 88). The action was brought against the defendant trade union for maliciously procuring and conspiring to procure to be broken an indenture of apprenticeship made on the 11th of August, 1900, between the plaintiff and the firm of Wigg & Wright, stonemasons, of Ipswich. The plaintiff was a man of twenty-five years of age, and was the son of a mason, and he had, prior to the indenture of apprenticeship, been employed as a labourer by Messrs. Wigg & Wright. By the indenture he covenanted to serve them for a period of three years at the wages of fifteen shillings a week, which were ordinary labourer's wages, and they covenanted to the best of their skill and ability to teach and instruct him in the trade or business of a stone and marble mason. Messrs. Wigg & Wright and the men in their employment were members of the defendant society. Rule 6 of the working rules of the society, which had been signed by Wigg & Wright, was as follows: "That boys entering the trade shall not work more than three months without being legally bound apprentice, and in no case to be more than sixteen years of age, except masons' sons and stepsons. Employers to have one apprentice to every four masons on an average." On the 13th of August the defendant society resolved that, if the plaintiff started work as a mason, one of the employees of Wigg & Wright was to report the fact to the society within two hours. In consequence of the action of the defendants, Wigg & Wright refrained from employing the plaintiff as a stonemason or instructing him in his trade; and upon the plaintiff remonstrating with them, certain correspondence passed between Wigg & Wright and the defendant society, in the course of which the society told Wigg & Wright that they protested against their introducing individuals not in the trade, and had empowered their members working for Wigg & Wright to take prompt action in the matter. It was admitted that by "prompt action" they meant that the masons in Wigg & Wright's employment should give two hours' notice and leave Wigg & Wright's employment if they thought fit. In consequence of the action so taken by the defendants, the plaintiff was never taught the trade of a mason. The county court judge gave judgment for the defendants, holding that they had acted *bonâ fide* in the best interests of their society, and that they were not actuated by any improper motives, but had honestly endeavoured to enforce their construction of the rule. On the plaintiff appealing, the Divisional Court ordered a new trial, the Lord Chief Justice being of opinion that the plaintiff was entitled to have judgment entered for him. The defendants appealed against the order for a new trial, and there was a cross-appeal by the plaintiff asking that judgment might be entered for him. It was agreed that, if the Court of Appeal should think that the plaintiff was entitled to judgment, the court should assess the damages.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.) were of opinion that the plaintiff had made out a good cause of action, and they dismissed the appeal of the defendants, and allowed the cross-appeal of the plaintiff, directing that judgment should be entered for him for £50.—COUNSEL, *Cohen*, K.C., and *Chester Jones*; *F. Low*, K.C., and *Henlé*. SOLICITORS, *Shaen & Roscoe*; *Leighton & Aldous*, Ipswich.

[Reported by F. G. RÜCKER, Esq., Barrister-at-Law.]

Re A DEBTOR. *Ex parte* THE DEBTOR (NO. 799 OF 1902). No. 2. 31st Oct.

BANKRUPTCY NOTICE—JUDGMENT CREDITOR—SECURITY GIVEN TO SATISFACTION OF CREDITOR—RIGHT TO ISSUE FRESH NOTICE—BANKRUPTCY ACT, 1883, s. 4 (1) (g).

These were appeals (1) from a receiving order granted by the registrar, and (2) from his refusal of an application to rescind it. The facts were as follows: A judgment creditor under a judgment for £1,677 8s. 9d. obtained against the debtor in the King's Bench Division had issued a bankruptcy notice against the debtor, and under the process of the court the debtor had been arrested. An agreement dated the 29th of January, 1902, was then entered into between the creditor and debtor, under which the debtor was to be released from custody on payment of £75 in cash, handing over a bill of exchange for £400, and transferring to the creditor 400 fully-paid £1 shares in a certain bank, with liberty to the debtor to repurchase them on or before the 28th of January, 1903. The debtor also assigned his interest in two bankrupt estates. The agreement further provided that these payments and transfers were to be in part payment and by way of security, and that the judgment was to be in full force. The debtor wished to insert a clause making the creditor undertake to stay further proceedings, but the creditor refused to agree to this. The bankruptcy notice was thereupon set aside by the court. The creditor then, in July, 1902, issued a second bankruptcy notice against the debtor, and a receiving order was made which the registrar refused to rescind. The debtor appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L JJ.) allowed the appeals, with costs as regards the appeal from the receiving order, but without costs as regards that from the refusal to rescind, on the ground that that application should not have been made.

VAUGHAN WILLIAMS, L J.—Construing the agreement in the creditor's favour, and assuming all the facts in his favour, I still think he had no right to issue the second bankruptcy notice. It is admitted that after the first bankruptcy notice the debtor gave such security as satisfied the creditor, and made it impossible to take bankruptcy proceedings under it. But it is said that the creditor can nevertheless issue a second bankruptcy notice, and that this was the intention of the parties. I think it is clear that the intention was that there should be no proceedings by way of execution or bankruptcy notice until the debtor had made default in giving security or the option to repurchase had expired. It is said on behalf of the creditor that the deed provides that the judgment is to be in full force, but this only means that it is not to be merged or extinguished, so that if the security did not realize the amount of the debt the creditor could then put the judgment in force. As to the fact that the clause proposed by the debtor as to staying proceedings was struck out, this does not affect my opinion.

STIRLING, L.J.—I am of the same opinion. The creditor had obtained judgment against the debtor, and had properly issued a bankruptcy notice on it. Then came the agreement with the transfer of shares, but the shares could not be realized till the expiry of the option. There was a complete compliance with the first bankruptcy notice, and the creditor had no power to issue the second notice while the security could not be realized. It was not the intention of the parties, and the creditor went beyond his rights.

COZENS-HARDY, L J., concurred.

THE COURT refused leave to appeal to the House of Lords.—COUNSEL, *Mellor*; *M. Mackenzie* and *J. G. Joseph*. SOLICITORS, *Farlow & Fuller*; *Ernest Salaman*, *Fort, & Co.*

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

Re LAWLEY. ZAISER *v.* PERKINS. No. 2. 29th and 30th Oct.

WILL—TESTAMENTARY POWER OF APPOINTMENT—MORTGAGE—COVENANT TO EXERCISE POWER IN FAVOUR OF MORTGAGEE—ASSETS FOR PAYMENT OF CREDITORS—PRIORITY.

This was an appeal from a decision of Joyce, J. By the will of Lady

Wenlock a general power of appointment by will over the sum of £10,000 was given to the Hon. F. C. Lawley. By an indenture of mortgage dated the 7th of April, 1892, the Hon. F. C. Lawley covenanted to repay to G. F. Perkins the sum of £1,000, with interest as therein mentioned, and he further covenanted that he would immediately after the execution of the said indenture sign his will, whereby, in exercise of the said testamentary power, he appointed that the trustees of Lady Wenlock's will should stand possessed of the said sum of £10,000, and the investments for the time being representing the same, upon trust to pay the mortgagee thereout in preference and priority to all other payments the said sum of £1,000 and all interest thereon, and that he would not revoke or alter his said will without the consent in writing of the mortgagee. The Hon. F. C. Lawley duly made his will dated the same 7th of April, 1892, and thereby, after reciting the covenant, he duly appointed, in pursuance of the said covenant, the sum of £10,000 upon trusts in accordance with the covenant. The will also contained a gift of the residue of his estate, including any estate over which he had a general power of appointment by will. He died on the 18th of September, 1901, his estate being insolvent. The executors of G. F. Perkins, who had died on the 14th of December, 1895, claimed to have a first charge on the appointed fund in respect of the mortgage debt. Lady Wenlock's trustees paid a sufficient part of the appointed fund into court to answer the mortgage debt in the event of the mortgage debt being held a first charge on the fund. The executors of the mortgagee applied by summons in the administration action to have the mortgage debt paid to them out of the fund in court. Joyce, J., held that the applicants had no priority over the general body of creditors, and made a declaration accordingly. The applicants appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I think that the judgment of Joyce, J., is right, and must be affirmed. The question we have to decide is whether the applicants have, against the appointed fund, any priority over other creditors. There can be no doubt as to the rule that property subject to a general power of appointment by will becomes, as soon as the power is exercised, assets of the donee of the power for the payment of his creditors as against volunteers. But it is said that this rule only applies to the case of volunteers, and it has been argued that the mortgagee is not a volunteer because he purchased the exercise of the power. In *Fleming v. Buchanan* (3 De G. M. & G. 976), Knight-Bruce, L.J., said: "On whatever grounds it was originally held, it is, and has for a long time been, the settled law of the country that, if a man having a power, and a power only, over personal estate to appoint it as he will, exercises this power by a testamentary appointment, the property becomes, subject in a certain order and manner to the payment of his debts, whatever may be the intention or absence of intention on his part." Our attention was called to the fact that the Lord Justice in this passage does not use the word volunteer at all, and it was suggested that the rule applies equally whether the person in whose favour the power is exercised is a creditor or a volunteer. I am not sure that the Lord Justice intended to lay down a rule so wide as this, or that it would be right to do so. But in my opinion anyone who takes an interest under a will in exercise of a general power of appointment by will takes as a volunteer. The case of *Re Parkin* (41 W. R. 120; 1892, 3 Ch. 510) makes it clear that a contract to make a gift by will cannot be enforced by way of specific performance, nor can a contract not to revoke a will be so enforced. The donor of a general power of appointment by will does not intend the power to be exercised otherwise than by an instrument operating only on the death of the donee, and the court will not interfere to defeat the intention of the donor. The position of the appointor under such a power is really that of a legatee taking the bounty of the testator. No doubt the rule that the donee of a general power of appointment by will by exercising the power makes the property part of his assets, was originally laid down in favour of creditors as against volunteers, but I base my judgment on this, that the mortgagee in the present case is a volunteer.

STIRLING and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *Badcock*, K.C., and *E. Ford*; *Hughes*, K.C., and *Wace*. SOLICITORS, *Boyfus & Boyfus*; *Dangerfield, Blyth, & Hodgson*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **ROBERTS. ROBERTS** *v.* **ROBERTS.** Kekewich, J. 31st Oct.

ADMINISTRATION—DEBTS—MARSHALLING ASSETS—PECUNIARY LEGACIES—REAL ESTATE CHARGED WITH DEBTS.

Adjourned summons. Edmund Roberts, deceased, by his will dated the 26th of May, 1902, directed that all his just debts and funeral and testamentary expenses should be paid as soon as possible after his decease, and after a bequest of live and dead farming stock the testator gave two pecuniary legacies of £500 and £200 respectively. The testator further gave and devised specifically to his brother William Robert a freehold farm, land and buildings "subject to the mortgage affecting same," and also made a specific devise of another freehold farm to his cousin Owen Williams. The will contained a residuary gift of personalty, but no residuary devise of real estate. There was residuary real estate of a small value which accordingly descended to the heir-at-law. The general personal estate and the descended realty having proved insufficient for payment of debts, funeral and testamentary expenses, the executrix of the will took out this summons raising (amongst others) the question whether the pecuniary legatees under the will were entitled to have the assets marshalled so as to stand in the place of creditors as against the specifically devised real estate to the extent to which the personal estate should be applied in the payment of debts and funeral and testamentary expenses. For the specific devisees the case of *Re Bate* (43 Ch. D. 600) was relied upon to shew that marshalling was not allowable; while for the adverse view the cases of *Re Stokes* (67 L. T. 223) and *Re Salt, Brotherwood* v. *Keeling* (1895, 2 Ch. 203), in both of which the decision in *Re Bate* was disapproved of, were cited.

KEKEWICH, J., after stating the facts, said that the real question was whether, the personal estate and the undevised realty having been taken and exhausted to pay debts, the pecuniary legatees were entitled to insist that, inasmuch as the real estate was by the terms of the will charged with debts, such real estate should, in the hands of specific devisees, be compelled to make good the amounts of the pecuniary legacies to the extent to which the personal estate had been applied for debts. It was a question of great importance and of some difficulty owing to the decision in *Re Bate* (*ubi supra*); that decision was carefully examined in *Re Stokes* (*ubi supra*), and as a result of the latter case Stirling, J., in *Re Salt* (*ubi supra*) felt himself free to dissent form *Re Bate*. His lordship further cited Seton on Judgments (6th ed.), vol. 2, p. 1673 (4), where it is stated that *Re Bate* must be taken to be overruled. The learned judge considered that a correct statement of the law, and he therefore held that the pecuniary legatees were entitled to have the doctrine of marshalling applied.—COUNSEL, *Method*; *Romer*; *F. Russell*. SOLICITORS, *Rowcliffes, Rawle, & Co.*

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

Re **HOOPER. HOOPER** *v.* **WARNER.** Byrne, J. 29th Oct.

WILL—AMBIGUITY—LEGATEE—CONSTRUCTION.

This was a summons to determine the person entitled to a legacy under the will of Anne Hooper, deceased. The facts of the case were as follows: By her will bearing date the 13th of December, 1894, the testatrix appointed E. F. Good and J. Warner executors thereof, and devised and bequeathed to them all her estate and effects upon trust for sale and conversion, and out of the proceeds to pay her funeral and testamentary expenses and after payment thereof upon trust to pay a number of legacies, and among others a "legacy to Percy Hooper, son of Charles Adams Hooper, £200." The testatrix gave the rest of her estate to the above-named executors for their own use and benefit. At the time of the testatrix's death the said Charles Adams Hooper, who was a nephew of the testatrix's husband, had three sons, Charles Bennett Hooper, Archibald Frank Hooper and Herbert William Hooper. Another nephew of testatrix's husband, Leonard Hooper, had a son named Leonard Percy Hooper, and another nephew of testatrix's husband, Bernard William Hooper, had a son Percy Frank William Hooper. The plaintiff, the said Herbert William Hooper, claimed the legacy on the ground that he was a son of Charles Adams Hooper, that he was usually called "Bertie," and that on giving instructions for the will the testatrix must have used the words "Bertie, son of Charles Adams Hooper," and that the solicitor preparing the same mistook the word Bertie for Percy. On behalf of the executors it was submitted that the bequest failed for uncertainty.

BYRNE, J., held that Herbert William Hooper, son of Charles Adams Hooper, was entitled to the legacy.—COUNSEL, *Church*; *S. B. L. Druce*. SOLICITORS, *Prior, Church, & Adams*; *W. H. Osgood*.

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

CARR *v.* **ANDERSON.** Buckley, J. 28th and 29th Oct.

CONVICT—ADMINISTRATOR—FELONY ACT, 1870 (33 & 34 VICT. C. 23)—SALE OF PROPERTY BY ADMINISTRATOR—SALE OF MORE THAN WAS NECESSARY TO MAKE STATUTORY PAYMENTS—EXERCISE OF DISCRETION BY ADMINISTRATOR—BONA FIDES—COSTS.

This was an action by an ex-convict against the administrator of his property and another defendant, asking for damages in respect of the wrongful conversion of his property, for an account, and for delivery up of his property remaining in their hands. On the 22nd of July, 1895, the plaintiff was convicted of felony and sentenced to six years' penal servitude, and was also ordered to pay the costs of the prosecution. Under the Felony Act, 1870, the defendant, Sir Robert Anderson, at that time the Assistant Commissioner of the Criminal Investigation Department, was appointed administrator, and took possession of the plaintiff's property, which consisted, among other things, of certain articles of jewellery, some shares in the Louisville and Nashville Railway, and certain bonds. In the course of his administration Sir Robert Anderson sold the whole of the plaintiff's property with the exception of four foreign bonds now alleged to be worthless. The amount realized was about £3,750. The disbursements, including the costs, amounted to about £750. It appeared that it was not the habit of Sir Robert Anderson to attend personally to the details of the administrations, but he gave general directions which were carried out by subordinates. One of the general directions was that the personal effects of convicts should be periodically sold, the reason being that otherwise the storage capacity of Scotland Yard would be unduly taxed. It was in accordance with this practice that the jewellery was sold. With regard to the Louisville and Nashville shares, Sir Robert Anderson stated that he had personally exercised his discretion in the matter and had come to the conclusion that they ought to be sold. The actual arrangements for their sale were carried out through a subordinate official, now dead, whose integrity is open to question. Various irregularities took place in connection with the sale, among them being the fact that it was effected through a money-changer, who paid for the shares a sum slightly under the lowest Stock Exchange quotation of the day, and who charged double commissions. Some time before the expiration of the sentence, Sir Robert Anderson, in answer to a letter from the plaintiff's solicitors, told them that he had no bonds of the plaintiff in his possession. This was now admitted

to be a mistake. After the expiration of the sentence, the defendant Henry, who had in the meantime succeeded to the assistant commissionership, though Sir R. Anderson still remained administrator, refused to render an account to the plaintiff. Thereupon the writ in the present action was issued. Afterwards the defendants took out a summons asking that the plaintiff should give particulars of the property which he claimed, and that otherwise the action should be stayed. Buckley, J., made an order to that effect, but his order was reversed by the Court of Appeal. The defendants then put in a defence in which they did not offer to account or pay anything. Afterwards the plaintiff obtained an order for particulars, which the defendants then furnished. On behalf of the plaintiff it was contended that the absolute power of sale contained in section 12 of the Act must be limited by confining it to a power of sale for the purpose of making the disbursements mentioned in the four succeeding sections. In any event the sale had not been made *bond fide*, for in the case of the jewellery there had been no exercise of discretion at all, and in the case of the sale of the shares there was a clear lack of *bona fides* on the part of the persons who actually carried it out. For the defendants it was argued that the power of sale was unlimited, and that the defendants had *bond fide* exercised their discretion. It was also contended that section 20 of the Act gave the defendants a charge on the property for all the costs of the present action.

Buckley, J., in the course of his judgment, referred to sections 12 to 17 of the Act, and said that it had been contended that the words in section 17, "for any of the purposes hereinbefore mentioned" should be read as if they qualified the words "all contracts of letting or sale . . . *bond fide* made by the said administrator for the purposes of this Act." He thought that it was not so, and that the section should be read as if it ran "All contracts of sale shall be binding, and all payments made for any of the purposes hereinbefore mentioned shall be binding." In considering the facts, all that had to be taken into account was whether the administrator had made a sale *bond fide*. With regard to the jewellery, the sale took place in the ordinary course of practice, which was that articles belonging to convicts were ordinarily sold if they were of small value. That was sufficient for the purpose of the Act of Parliament. The sale was made *bond fide* because that was a reasonable course of practice. With regard to the sale of the shares, he held that the defendant had personally exercised his discretion in the matter and had given the order to sell them; so far as he was concerned the sale was a sale on the Stock Exchange, it was a *bond fide* sale made by the administrator, and could not, therefore, be called in question by the convict. It had been argued by the defendants that section 20, which gave to an administrator the costs of any action brought against him with reference to the property of the convict was applicable. In his opinion that was not the case, but, in either event, the section gave him a discretion. In the present case the plaintiff would not have been able to recover his property without bringing an action, and he was justified in doing so. But inasmuch as the main question litigated was whether the convict was entitled to damages for conversion, and it was held that he was not so entitled, justice would be done by giving no costs.—Counsel, *Astbury*, K.C., and *M. R. Emanuel; Birrell*, K.C., and *T. T. Methold*. Solicitors, *Emanuel, Round, & Nathan; Wontner & Sons*.

[Reported by H. L. Ormiston, Esq., Barrister-at-Law]

Re **STEEL. WAPPETT** *v.* **ROBINSON.** Swinfen Eady, J. 5th Nov.

Will—Construction—"Freehold Land and Hereditaments"—Customary Freehold.

By her will dated the 22nd of September, 1899, Ann Steel, of the Town Head, Bolton, in the parish of Morland, in the county of Westmoreland, made the following devise: "I give and devise my freehold land and hereditaments at Morland Field, in the said parish of Morland, unto and to the use of Mrs. Ann Robinson, of Morland . . . and her heirs, but if the said Ann Robinson shall die before me, I give and devise the said land and hereditaments unto the person or persons, and if more than one in the proportions and for the estate or estates and generally in the manner to whom and in and for which the same would have devolved if the said Ann Robinson had died immediately after me, and if her last will (if any) had first taken effect." Testatrix then devised the residue of her real and personal estate to the plaintiffs as trustees upon trusts for sale, the proceeds to be divided between several beneficiaries. The testatrix died on the 29th of January, 1902, and her will was proved on the 1st of March following. The testatrix was at the date of her will, and thenceforth until her death, entitled to four pieces of land at Morland Field. Two of these pieces were of freehold tenure, and the other two were copyhold of the manor of Morland, of which the Dean and Chapter of Carlisle were the lords. Testatrix derived the lands as heiress at law of her brother, William Steel, who died in 1886, seised in fee simple in possession of the freehold pieces of land and in customary fee simple of the copyhold pieces of land of which he was tenant on the rolls of the said manor. Testatrix had never been admitted tenant of the copyhold pieces of land on the roll of Morland Manor. The four pieces of land were at the date of the will and for many years previously in the occupation of the defendant, Mrs. Ann Robinson, the devisee in the will, and who then held and had for many years held the same as the testatrix's tenant at a yearly rent of £12. The said pieces of land all lie together in close proximity to another farm held by Ann Robinson. The question to be decided by the court was whether the specific devise in the will to the defendant Ann Robinson of the testatrix's freehold land and hereditaments at Morland Field included two copyhold fields at Morland Field, and held by the Dean and Chapter of Carlisle as lords of the Manor of Morland, to which the testatrix was entitled as customary heiress of her late brother William Steel, deceased, the tenant then on the roll of the said manor, but to which she had never been admitted tenant, and whether such copyhold fields passed to the plaintiffs under the devise to them of the testatrix's residuary estate.

Swinfen Eady, J.—It appears that the testatrix derived these closes of land as heiress on the death of her brother. The fields have been let in one entirety to Mrs. Robinson. Part of the land was freehold and part was customary freehold of the Manor of Morland belonging to the Ecclesiastical Commissioners. Testatrix was never admitted as tenant and never paid the manorial rent of one shilling and one shilling and two pence per year payable in respect of these lands, and although she was not only heiress at law but also customary heiress to her brother, she herself does not appear to have been aware of the distinction. These lands have been usually known as freeholds or customary freeholds in the locality. I am of opinion that where the testatrix gives her freehold lands she was not using the words in the strict technical sense of tenure, but she intended in fact that these lands in their entirety should pass under the word freeholds. I therefore hold that both classes of fields, those properly called freehold as well as those locally called freehold or customary freehold, pass to the devisee.—Counsel, *A. Whitaker; Gatey*. Solicitors, *C. S. Brayshaw*, for *John Richardson*, Appleby; *Harrison & Powell*, for *Bell & Moordaff*, Appleby.

[Reported by J. H. Davies, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of **CAPTAIN CELESTIN FRANCOIS JEAN TRANCHANT (PRESUMED DECEASED).** Jeune, P. 3rd Nov.

Probate—Leave to Swear Death.

This was a motion for leave to swear the death of Captain Tranchant under the following circumstances: It appeared that Captain Tranchant was master of the brig *Pandita* of the Port of Marseilles, and on the 23rd of September, 1883, he sailed from Oran for Marseilles. The ship, however, had not been heard of since, and it was believed that she had foundered with all hands Captain Tranchant left an estate of about the value of £225, but it had not been ascertained whether the ship was insured or not.

Jeune, P., gave leave to swear the death as having occurred on or since the 23rd of September, 1883.—Counsel, *Barnard*. Solicitors, *Lumley & Lumley*.

[Reported by Gwynne Hall, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

EDMUNDSON (Appellant) *v.* **LONGTON CORPORATION** (Respondents). Div. Court. 31st Oct.

Contract—Gas Supplied by Automatic Slot Meter—Payment—Contents of Box Attached to Meter Robbed—Consumer Not Liable to Pay Again.

Case stated by justices for the borough of Longton, in the county of Stafford. The point of law raised was whether a consumer of gas which is supplied through an automatic slot gas meter is liable for the loss of money stolen from the meter. The appellant was summoned under the Longton Gas Acts, 1866 to 1875, for refusing to pay the sum of 19s. due from him to the Corporation of Longton for gas supplied to him. The gas was supplied by means of an automatic slot meter which was the property of the respondents and was fixed by them on the appellant's premises. The meter was fitted with index dials, which registered the quantity of gas passing through it, and, in addition to this, a box attached to the meter, into which shillings could be dropped, and on each occasion that a shilling was so deposited, a certain quantity of gas passed into the meter for the use of the consumer, and was registered by the index dial. The respondents or their representatives were the only persons who had a right to open the box, the key of which was kept by them, and their collector called from time to time to collect the money placed in the box. On the 21st of January, 1902, one of the respondent's inspectors visited the appellant's premises to inspect the meter and to collect the money therein. The register of the meter showed that 4,800 cubic feet of gas had been consumed since the last collection, and the box should have contained 19s. However no money was found in the box. It was admitted for the purposes of the case that the appellant might have put money into the box and the box have been broken open and the contents taken away by a thief without any actual negligence on the part of the appellant. It was stated that a robbery had taken place, and this statement was not contested by the respondents. It was admitted that, neither at the time this meter was placed upon the appellant's premises nor at any subsequent time, was any agreement made by the appellant in respect of the meter. Upon these facts the magistrates held that appellant was liable to pay the amount demanded. From this decision the consumer now appealed.

The Court (Lord Alverstone, C.J., and Wills and Channell, JJ.) allowed the appeal.

Lord Alverstone, C.J., in giving judgment, said the contract between the appellant and the respondents, as he understood it, was that the respondents said to the appellant that if he put a shilling into the slot they would supply him with a shilling's worth of gas. It could not be said that the appellant was liable to pay for the gas a second time. The money was not placed in the box by way of security, nor was the deposit of the money subject to the condition that the box and its contents should be kept in safety. The only duty imposed on the appellant was not to be negligent. No negligence, however, was alleged against him. For these reasons he, the learned judge, thought the decision of the magistrate was wrong.

Wills and Channell, JJ., concurred. Appeal allowed.—Counsel,

A. J. Ashton; Wills. Solicitors, *Field, Roscoe, & Co.*, for *E. A. Patterson*, Longton; *Sharpe, Parker, & Co.*, for *G. C. Kent*, Longton.

[Reported by E. G. Stillwell, Esq., Barrister-at-Law.]

BULCOCK *v.* **ST. ANNE'S MASTER BUILDERS' FEDERATION AND OTHERS.** Div. Court 4th Nov.

Action, Cause of—Wrongfully and Maliciously Procuring the Plaintiff's Discharge—No Evidence of Breach of Contract by the Employer—Trade Union.

Appeal by the plaintiff from a ruling of his Honour Judge Coventry, sitting at the Blackpool County Court, who had held that there was no evidence to support the plaintiff's case. The action was brought by a joiner, who was a member of the Amalgamated Society of Carpenters and Joiners, against the defendant federation and three of its officials for wrongfully and maliciously procuring the plaintiff's discharge from his employment. The plaintiff had obtained employment in 1899 at St. Anne's, and he became secretary of the local branch of the Amalgamated Society of Carpenters and Joiners. The St. Anne's Master Builders' Federation was closely allied with that of Blackpool, and had adopted its rules In June, 1900, the masters at Blackpool gave notice of a reduction of wages. The St Anne's Federation also gave six months' notice of a reduction of wages to 8d. an hour. At the close of the six months there was a strike or lock-out, the plaintiff being one of the strikers or men locked out. In July, 1901, the plaintiff obtained work at Lytham with Messrs. Thompson & Brierley at the old rate of 8½d. an hour, and continued in their employment until September, 1901. The plaintiff's case was that, acting through their county association, by means of a resolution, letters and threatened enforcement of rules, the defendants brought pressure to bear upon Messrs. Thompson & Brierley, with the result that they caused that firm to pay him up and discharge him. One of the rules of the federation was that in every case of dispute no member should employ any workman who was on strike or locked out from the workshop of another member. Another rule provided that members should not supply materials or labour to any person who, by his action, was rendering himself obnoxious to the federation. The plaintiff's case was that the conduct of the defendants was an actionable wrong for which he could recover damages. The county court judge having ruled otherwise, the plaintiff appealed. On his behalf it was submitted that the right of action did not depend on there being a breach of contract by the employer, and *Quinn* v. *Leathem* (1901, A. C. 495) was relied on. Without calling on counsel for the respondents,

The Court (Lord Alverstone, C.J., and Wills and Channell, JJ.) held, dismissing the appeal, that the decision of the county court judge was right, as there was no evidence of any actionable wrong upon which he ought to have entered judgment for the defendants. The evidence relied on by the plaintiff fell short of anything that had been held sufficient for a ground of action in the cases cited to the court during argument. Here there was no breach of contract by the employer. All that the defendants had done, they had done with a view of protecting their own interest and not for the purpose of injuring the plaintiff or others.—Counsel, *C. A. Russell*, K.C., and *F. H. Meller; E. C. C. Frith.* Solicitors, *Busk, Mellor, & Norris*, for *C. W. Callis*, Blackpool; *Rawsthorn, Ambler, & Booth*, Preston.

[Reported by Erskine Reid, Esq., Barrister-at-Law.]

TROMANS (Appellant) *v.* **HODKINSON** (Respondent). Div. Court. 3rd Nov.

Gaming—Bookmaker Frequenting Bar of Public-house for Purpose of Carrying on His Business—Betting Houses Act, 1853 (16 & 17 Vict. c. 119), s. 3.

This was a case stated by the justices of Old Hill, Staffordshire. The question raised for the opinion of the court was whether a bookmaker who daily frequented a public-house and there carried on his business could be convicted under the Betting Houses Act, 1853, as a person using the public-house for betting. The following facts appeared from the stated case: Informations were preferred by the respondent against the appellant and his clerk for using the Railway Inn, Cradley Heath, for the purpose of betting with persons resorting thereto, contrary to section 3 of the Betting Houses Act, 1853. There were also informations against Thomas Scriven for permitting the inn to be used for betting. The magistrates convicted and fined the appellant and Scriven £100 each and the clerk £25. Scriven was the licensed occupier of the inn, the appellant was a bookmaker, and Insull was a clerk employed by the appellant. The appellant was in the habit of frequenting the inn for the purpose of there carrying on, and he carried on in the bar, a betting business with persons resorting thereto, the carrying on of which was known to such persons and was known to and pursued under some arrangement or understanding come to with Scriven. At the hearing no evidence was given that the appellant when at the inn obtained refreshments or used the house for that purpose or was a customer thereof, nor did it appear that the appellant had any interest in the tenancy or the business of the inn, or that in the betting business he occupied any specific part of the bar. Section 3 of Betting Houses Act, 1853, enacts that "any person who, being the owner or occupier of any office, house, room, or other place, or a person using the same, shall open, keep, or use the same" for the purpose of betting with persons resorting thereto shall be liable to a penalty. For the appellant it was now contended that there was no evidence or finding which brought him within the scope of the Betting Act, 1853, as he was neither the owner and occupier nor in sole and exclusive control and possession of the place: *Powell* v. *Kempton Park Racecourse Co.* (47 W. R. 585; 1899, A. C. 143, *vide* pp. 158 and 161). *Belton* v. *Busby* (47 W. R. 636; 1899, 2 Q. B. 380) was not good law.

The Court (Lord Alverstone, C.J., and Wills and Channell, JJ.) dismissed the appeal.

Lord Alverstone, C.J., in delivering judgment, said: It was admitted that the bar of the public-house was a place within the meaning of the Act, but it was contended that, because it was not shewn that there was a distinct licence from the landlord, the appellant ought not to be convicted, as it was not shewn that he had any interest in the house. The case came within the rule that if a man was found using a place within the meaning of the Act for the purpose of carrying on his trade the case was not within the rule laid down in the *Kempton Park case*. The appellant was in the habit of frequenting the inn for the purpose of carrying on, and carried on in the bar, a betting business with persons resorting thereto, and carried it on under some arrangement with the landlord. In his (the learned judge's) opinion there had been a breach of the statute. The decision in *Belton* v. *Busby* was upon similar facts, and was an authority that this was the proper rule on such facts. That was decided after the *Kempton Park case*, and he agreed with it. The fact that those betting in the bar took no refreshment was by no means a cardinal fact in the case. They had used it as a betting office, which was the test laid down in the *Kempton Park case*.

Wills and Channell, JJ., delivered judgments to the same effect. Appeal dismissed.—Counsel, *G. H. Stutfield; W. Shakespeare.* Solicitors, *Judge & Priestley*, for *P. Baker*, Birmingham; *Wainwright & Co.*

[Reported by E. G. Stillwell, Esq., Barrister-at-Law.]

GUARDIANS OF PLYMOUTH *v.* **GIBBS.** Div. Court. 30th Oct.

Poor Law—Bastardy—Liability of Putative Father after Marriage of Mother—Bastardy Laws Amendment Act (36 Vict. c. 9), s. 5.

Case stated by magistrates. This was an appeal by the guardians of Plymouth against the refusal by the magistrates to order the respondent the putative father of an illegitimate child, to contribute towards its maintenance. The following facts appeared from the special case: The mother of the child had, since its birth, married one George Payne, a stableman, but the child was sent to her mother, who was unable to maintain it, and it was then sent to the appellants' workhouse, where it still remains. The husband of the mother was able to maintain the child, but refused to do so. The guardians took proceedings against the respondent under 36 Vict. c. 9, s. 5, which provides that "where a bastard child becomes chargeable to a union or parish the guardians may apply to two justices having jurisdiction in the union or parish, in petty sessions, and thereupon such justices may summon the man alleged to be the father of the child to shew cause why an order should not be made upon him to contribute to the relief of the child." Proof having been given that the respondent was the father of the child, the justices refused to make any order, on the ground that the respondent could not be made liable, as the mother's husband was in a position to support it. For the appellants it was contended that the section should be read in its natural sense, and that, as the child had in fact become chargeable, an order could be made against the respondent independently of the liability of the mother's husband. For the respondent it was contended that as by law a man who married a woman with illegitimate children was liable to maintain them no order could be made upon the putative father while the mother's husband was in a position to support them. The following cases were cited in the course of the argument: *Stacey* v. *Lintell* (27 W. R. 551, 4 Q. B. D. 291), *Hardy* v. *Atherton* (29 W. R. 488, 7 Q. B. D. 264), *Davies* v. *Evans* (30 W. R. 548, 9 Q. B. D. 238), *Jones* v. *Davies* (49 W. R. 136; 1901, 1 K. B. 118).

The Court (Lord Alverstone, C.J., and Wills and Channell, JJ.) allowed the appeal.

Lord Alverstone, C.J.—In this case I think we have to examine the language of the section, and then see if there is anything to prevent our giving effect to its plain meaning. Up to the time of the passing of 35 & 36 Vict. c. 65 there was no power given to the guardians to obtain an order against the putative father. 36 Vict. c. 9, s. 5, is practically identical with the previous section. It is contended that because the husband of the mother is able to maintain the child the liability of the father must be limited to cases where the husband was not so able. To adopt that view you would have to read the word chargeable as meaning ultimately chargeable. If that had been intended other language would have been employed. The Act of 1872 was passed with full knowledge of the husband's liability, and the words of the section ought to be taken in their natural sense as meaning chargeable in fact. The case must go back to the justices with an intimation that they had power to make an order against the respondent, though they should consider the fact that the husband was able to support the child.—Counsel, *Hawke; Gorden.* Solicitors, *Law & Worssam*, for *W. Adams*, Plymouth; *Crowder & Vizard*, for *Pearce Beck*, Plymouth.

[Reported by C. G. Wilbraham, Esq., Barrister-at-Law.]

THOMAS *v.* **PRITCHARD.** Div. Court. 30th Oct.

Practice—Costs—Power to Grant to Crown in Summary Jurisdiction Proceedings—11 & 12 Vict. c. 43, s. 18—42 & 43 Vict. c. 49, s. 53.

Case stated by the stipendiary magistrate of Cardiff. This case raised the question as to whether costs can be awarded to and against the Crown under the Summary Jurisdiction Acts. The following facts appeared from the special case: On the 15th of January, 1902, the respondent was convicted of an offence against the Excise laws, and was fined £5, but the magistrate refused to award costs on the ground that he had no power to do so, and gave the following reasons—(1) The Finance Act, which created this offence, made no mention of costs; (2) that section 53 of the Act of 1879 only deals with matters of precedure; (3) that section 18 of the Summary Jurisdiction Act, 1848, does not provide for the payment of costs to the Crown; (4) that the general rule that the Crown neither pays nor receives costs could only be overridden by express words. Counsel referred

to *R.* v. *Beadle*. (7 E & B 492). For the Crown it was contended that the case was governed by section 53 of the Act of 1879, (42 & 43 Vict. c. 49 which provided the provisions of the Summary Jurisdiction Acts should apply to prosecutions under the Excise Acts. By the Summary Jurisdiction Act 1848 (11 & 12 Vict. c 43) s. 18, power was given to the justices to award costs but by section 35 of that Act prosecutions under the excise laws were excluded from its operations There were therefore express words applying the Summary Jurisdiction Acts to excise cases. The case was governed by *Moore* v. *Smith*, (1 E. & E. 597). For the respondent it was admitted that the case turned on the construction of section 53 of the Act of 1879, but it was contended on his behalf that the words of that section only related to procedure, and did not affect the general principle that the Crown must be expresely named in order to affect it. All that the Act did was to put the Crown under the general law.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J.—It is a clear rule of law that the Crown is not bound by an Act of Parliament unless it is expressly named, or words of clear implication are used. In *R.* v. *Beadle* the court held that the words of 18 & 19 Vict. c. 90, s. 1, were not sufficient to bind the Crown. and that an order for costs against them could not be supported. In *Moore* v. *Smith* it came to the opposite conclusion, and held that the words of 12 & 13 Vict. c. 45, s. 5, implied that the Crown might be a party, and that, therefore, the provisions of that Act as to costs bound the Crown. Then came the Act of 1879. By the 50th section of that Act the Summary Jurisdiction Acts are made to apply to all summary informations, and by section 53 certain special exemptions, including the exemption of prosecutions under the Excise Acts (11 & 12 Vict. c. 43, s. 18), are abolished. The Crown is mentioned in express terms, and in order to succeed the respondent has to contend that the provisions of the Summary Jurisdiction Acts as to costs do not apply to the Crown. I think it was intended under the Act of 1879 that the Crown should get costs. This case shews the absolute necessity of legislation on the subject. Case remitted.—COUNSEL, *Carson*, S G., and *Rowlatt*; *Holman Gregory*. SOLICITORS, *Solicitor to the Treasury*; *Riddell & Co.*, for *Lewis, Morgan, & Box*, Cardiff.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

New Orders, &c.

Transfer of Action.

ORDER OF COURT.

Tuesday, the 21st day of October, 1902.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice JOYCE (1902—R.—No. 1,146).

In the Matter of R. Gancia & Company Limited, William Pohlman v. R. Gancia & Company Limited. HALSBURY, C.

Law Societies.

United Law Society.

Nov. 3.—The chair was taken by Mr. C. H. Kirby.—Four new members were elected and three nominated. The subject of debate was "That *Krell* v. *Henry* was wrongly decided." This is the action, decided by Mr. Justice Darling, brought to recover the balance of the purchase-money agreed to be paid for Coronation seats, when judgment was given for the defendant on the claim and counterclaim. Mr. H. B. D. Woodcock was the proposer, and Mr. N. Tebbutt the opposer. The speakers were Messrs. P. Aylen, T. Ottaway, J. H. Sturgess, R. W. Atkins, and W. J. Wylie. The motion was lost.

Law Students' Journal.

Incorporated Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 15th and 16th October, 1902:

Allan, Alexander Wares
Armfield, Albert Ashby
Ashford, Harold Brook
Beor, Guy White
Berry, Edwin Dennis
Blockley, Edgar Authur
Brander, James Mewdesley
Bright, Archibald Viccars
Bright, Arthur Kingsley
Bubb, Arthur Seymour Neale
Buss, Benjamin
Channer, George Ralph
Clark, George
Cleaver, Harry Mason
Cohen, Stephen Pugh
Coles, Royes Stanley
Colson, Arthur George
Cooke, Vernon Willoughby
Coupe, Tom Openshaw
Crawley, Timothy James
Crompton, William Wilson
Crook, James Arthur
Crowte, Frederick
Crowther, Harold Webster
Dadd, Ralph
Dale, Cecil Halsted
Davis, Charles Augustus
Dennys, Henry Lardner
Dewhurst, John Birley
Dixon, Geoffrey
Dodds, Robert Carr
Ealand, Arthur Noel
Enright, Robert Alfred
Fortey, Percy Harold
Foskett, Bartholomew
Gartside, Arthure Redfern
Griffith, Hallam Gwilym Hebditch
Guillaume, John Frederick
Harding, Cecil Sutton Montis
Hempson, Ernest John
Hickey, John Edward Sheridan
Hobbs, Victor William John
Holmes, Carleton Colquhoun
Holt, John Stanley
Howard, Guy Robert
Hunt, Arthur Ernest
Johnson, William Burgess
Johnston, Robert Vizer Lukin
Jones, Edward
Kent, Stanley
Knoyle, William Martin
Kynoch, William Ewart Gladstone
Lauder, Albert Edward
Launder, William Gordon
Lavender, Frank Ashley
Lee, Henry
Low, William Robertson
Lunt, Arthur Gorbutt
Lyles, William
Lynn, Richard Wardle
Makinson, Joseph Crowther
Maw, George
Millichip, Arthur Albert
Milligan, Cecil Cooper
Moore, Gerald Francis Hamilton
Morgan, Evan David
Morgan, Owen
Munday, Ralph
Myers, Harry Moss
Nelson, Robert Francis Wayte
Nottidge, Thomas
Okell, George Harold
Oliver, John Bate
Owen, Roland Herbert
Parker, Reginald Mitward Jason
Parsons, Frederick Gordon
Pawlyn, James Hawkins
Pearson, Francis Gedge
Platts, Walter Leslie
Poole, Walter Edward
Proctor, Edward Garraway Cope
Rawlinson, David
Rees, David Kenvyn
Roberts, Robert Owen
Roberts, William John
Roberts-Jones, Morley
Robinson, George
Robinson, Norman Huntly
Seager, Charles Browett
Sherry, Blake Gordon
Smerdon, George Milman
Smith, Edgar
Smith, Frederick Norman
Speakman, Harry Hamilton
Stanley, Eric Howard
Symes, James Graham
Thomas, David Morgan
Thomas, Gilbert David Edgar
Thorpe, Henry
Timperley, Percy
Tippetts, Thomas Charles Durand
Tomlinson, Clarence Samuel
Wadsworth, Robert Edgar
Wall, Geoffrey Cresswell
Wells, John Duncan
Wilson, Leslie Charles Lea
Wood, Alfred
Yorke, Bertram Reginald

Council of Legal Education.

The following are the awards of the Council upon the recent Michaelmas Examination held in Gray's-inn-hall, on the 14th, 15th, 16th, and 17th ult. L.I. means Lincoln's-inn, L.T. Inner Temple, M.T. Middle Temple, and G.I. Gray's-inn :—

CLASS I.

(In order of merit.)

A. M. Wilshere, G.I., B. Jacobs, I.T., certificates of honour.

CLASS II.

H. T. Baker, L.T.; N. H. Baynes, L.I.; C. H. E. Bretherton, G.I.; W. S. Cameron. M.T.; G. H. Cohen, I.T.; Kaikobad B. Dastur, G.I.; J. H. B. Fletcher, I.T.; H. Freeman, L.I.; H. W. Goldberg, I.T.; H. S. Gupta, L.I.; J. M. Holms, I.T.; J. L. Keogh, G.I.; W. P. Michelin, M.T.; R. J. Nanco, G.I.; F. H. Norvill, I.T.; C. V. Rawlence, I.T.; H. G. Robertson, I.T.; E. O. Simpson, M.T.; P. F. Smith, I.T.; R. A. Williams, I.T.

CLASS III.

J. C. Adams, I.T.; J. B. Aspinall, M.T.; V. F. Bertie, I.T.; S. Birch, G.I.; D. Botry-Pigott, M.T.; C. L. Burrows, L.I.; R. G. N. Combe, M.T.; D. Cory-Wright, I.T.; Henry H. Curtis-Bennett, M.T.; S. J. de Jager, M.T.; B. L. Dorman, I.T.; J. Dunbar, L.I.; W. P. Frean, L.I.; G. K. Gadgil, L.I.; N. B. Gazder, L.I.; D. M. J. Hartley, M.T.; L. J. E. Hooper, I.T.; E. A. Hume, L.I.; E. T. Johnson, I.T.; Apparandra B. Kariapa, M.T.; G. R. Khairaz, L.I.; G. C. Kingsbury, M.T.; A. Lawton, L.I.; A. H. Lemon, L.I.; H. L. Lubeck, L.I.; J. Maitland, I.T.; E. W. Martindell, L.I.; P. E. W. Moore, M.T.; J. F. More, L.I.; F. A. V. Morse, M.T.; S. S. Mukerji, G.I.; D. K. Mullick, G.I.; M. Paschalis, M.T.; G. E. Reiss, I.T.; G. Hermann Rittner, I.T.; C. W. Rorich, M.T.; M. A. Samad, G.I.; B. R. Sawhny, L.I.; P. Shee, L.I.; K. M. Singh, M.T.; T. Smith, I.T.; P. N. Sutherland-Graeme, L.I.; A. R. Taylour, L.I.; A. A. Thomas, I.T.; F. H. B. Tyabji, M.T.; J. P. Valetta, I.T.; M. M. Viaram, L.I.; G. Wille, M.T.

The number examined was 82, of whom 70 passed.

Three candidates were postponed until the Easter examination, 1903.

ROMAN LAW.

CLASS I.

A. L. Screech, M.T.

CLASS II.

W. S. Bury, I.T.; W. W. Coombs, M.T.; R. H. Curtis, M.T.; G. M. Hepworth, I.T.; H. McKenna, I.T.; W. E. St. C. Moor, M.T.; A. Porter, M.T.; H. F. Ribeiro, L.I.; J. B. Tetley, G.I.; V. P. Vaidya, M.T.; A. S. Ward, I.T.; M. H. Whitley, I.T.; R. A. Willes, L.I.

CLASS III.

S. S. Ahmad, G.I.; E. A. C. B. Baker, G.I.; H. B. S. Bannin g, I.T.;

M. B. Blake, I.T.; F. Brocklehurst, L.I; H. J. Brough, M.T.; D. M. Buchanan, I.T.; C. L. Burrows, L.I.; C. N. Cama, G.I.; J. M. K. Chadwick, M.T.; C. A. P. Chizzola, M.T.; D. L. Cohen, I.T.; L. J. Cornish, G.I.; N. D. Daru, G.I.; J. L. Denison, L.I.; W. H. Drummond, I.T.; J. G. Duncan, I.T.; S. G. Dunn, L.I.; W. Edge, M.T.; A. E. Ellis, M.T.; M. I. Finucane, M.T.; A. W. Goodman, G.I.; G. E. Greene, I.T.; A. G. Greenwood, M.T.; C. M. Headlam, I.T.; S. M. Horain, M.T.; M. Hyder-Beg, L.I.; A. R. Kennedy, L.I.; Abdul R. Khan, G.I.; T. O. Kirley, L.I.; C. E. Law, M.T.; F. K. Leewenthal, L.I.; E. Macfadyen, I.T.; G. M. Maitland, I.T.; M. C. M'Creagh-Thornhill, I.T.; H. A. Mir, L.I.: J. Monteath, I.T.; G. J. Oakley, I.T.; J. W. Orr, M.T.; R. Rajendra, I.T.; S. Ramdas, M.T.; D. Rees, I.T.; H. T. L. Roberts, I.T.; T. S. Saldanha, L.I.; R. B. Sanderson, I.T.; P. K. Sen, G.I.; P. R. O A. Simner, L.I.; E. O. Simpson, M.T.; T. Simpson, I.T.; N. M. Tarachand, M.T.; E. G. Wells, I.T; J. B. Wroughton, I.T.; S. M. Zarif, G.I.

The number examined was 102, of whom sixty-seven passed.

Eight candidates were postponed until the Easter Examination, 1903.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

CLASS I.

B. Jacobs, I.T.; R. G. L. Leonard, G.I.

CLASS II.

P. D. Botterill, I.T.; A. F. Corbett, I.T.; B. R. M. Darwin, I.T.; H. E. Fass, I.T.; J. W. Finn, M.T.; J. O. Gwynn, I.T.; W. Jago, L.I.; A. R. Kennedy, L.I.; A. B. Lopez, M.T.; N. L. C. Macaskie, G.I.; F. B. Merriman, I.T.; A. W. R. Roberts, I.T.; A. M. H. Scott, M.T.; Tha Hnyin, L.I.

CLASS III.

S. S. Ahmad, G.I.; R. H. M. B. Atkinson, M.T.; P. H. A. Baerlein, M.T; L. H. Barnes, I.T.; F. C. A. Barrett-Lennard, L.I.; N. H. Baynes, L.I.; H. W. Beveridge, I.T.; A. K. Bose, L.I.; E. J. P. Brown, I.T.; V. J. Buckle, G.I.; W. S. Bury, I.T.; B. N. Chowdhry, G.I.; J. T. Colledge, I.T.; H. Das, L.I.; M. J. Deen, I.T.; G. L. A. Dodd, I.T.; W. P. Donald, G.I.; M. N. Drucquer, M.T.; C. F. du Cros, M.T.; R. E. A. Dudman, G.I.; T. M. Evans, I.T.; G. M. Gathorne-Hardy, I.T.; J. C. C. Gatley, I.T.; J. R. M. Glencross, L.I.; E. H. L. Hadfield, L.I.; D. Hagley, M.T.; H. H. Harding, G.I.; C. Hartree, L.I; J. H. Helm, I.T.; W. E. B. Henderson, M.T.; G. H. Higgins, I.T.; R. F. Honter, G.I.; Abou-el-Magd Ibrahim, I.T.; M. M. Imam, M.T.; S. F. Isitt, M.T.; E. Jacomb, I.T.; P. R. Johnson, I.T.; F Kershaw, I.T.; Kazi A. S. Khan, I.T.; H. L. Kidd, M.T.; S. H. Lamb, M.T.; R. M. U. Munro, I.T.; J. E. O'Connor, M.T.; E. J. Parry, G.I.; D. V. Pereira, G.I.; W. Pittman, M.T.; Mohammed Said, M.T.; R S. Segar, M.T.; P. K. Sen, G.I.; C. E. Seton, L.I.; P. R. O. A. Simner, L.I.; E. O. Simpson, M.T.; N. W. Smith-Carington, I.T.; T. S. Stephens, L.I.; W. B. Thomson, M.T.; O. W. Verner, L.I.; A. S. Ward, I.T.; A. B. Whitfield, M.T.; M. H. Whitley, I.T.; J. H. Whitworth, I.T.; F. Wing, I.T.; W. J. Wynn, M.T.; T D. Zal, M.T.

The number examined was 121, of whom 79 passed.

Four candidates were postponed until the Easter examination, 1903.

The special prize was not awarded.

EVIDENCE, PROCEDURE, AND CRIMINAL LAW.

CLASS I.

A. Andrewes-Uthwatt, G.I.; R. Burrows, I.T.; E. St. C. Harnett, G.I.; G. H. Higgins, I.T.; R. G. L. Leonard, G.I.; A. E. Lopez, M.T.; W. H. Moonan, M.T.; P. W. Pegg, M.T.; E. O. Simpson, M.T.; J. H. C. Sproule, M.T.; F. C. Watmough, M.T.; G. Wille, M.T.

CLASS II.

G. K. K. Aga, I.T.; C. G. Alabaster, I.T.; N. Anderson, I.T.; H. S. Berkeley, M.T.; E. C. Burgis, G.I.; N. G. Chrysafinis, M.T.; L. W. J. Costello, L.T.; T. Cuthbertson, jun., I.T.; F. B. Elliott, I.T.; E. H. Harris, G.I.; Mirza Hyder-Beg, L.I.; B. Jacobs, I.T.; T. Landers, M.T.; J. S. Lowe, M.T.; F. B Merriman, I.T.; S. D. Mohammad, L.I.; R. S. Segar, M.T.; J. M. Shillington, I.T.; P. R. O. A. Simner, L.I.; C. Smith, I.T.; P. F. Smith, I.T.; H. O. Stutchbury, I.T.; C. H. Thorpe, I.T.

CLASS III.

E. S. Andrew, L.I.; Syed A. Azhar, M.T.; C. C. Black, M.T.; S. R. Booth, L.I.; E. A. Bridge, L.I.; V. J. Buckle, G.I.; F. R. Bush, L.I.; André Chéron, L.I.; G. S. Churchill, I.T.; R. H. Curtis, M.T.; B. Dickinson, L.I.; G. L. A. Dodd, I.T.; R. W. Draper, M.T.; J. H. Earls, M.T.; C. B. R. Ellis, I.T.; L. H. Elphinstone, L.I.; T. M. Evans, I.T.; J. H. B. Fletcher, I.T.; H. W. Goldberg, I.T.; J. C. Gupta, G.I.; H. H. Harding, G.I.; J. H. Helm, I.T.; P. D. Hoit, I.T.; A. Horton, M.T.; S. M. Hosain, M.T.; J. T. D. Hutton, I.T.; E. Jacomb, I.T.; E. T. Johnson, I.T.; H. L. Kidd, M.T.; A. H. Lemon, L.I.; H. W. Lewis, M.T.; L. Lewis, M.T.; J. B. Lincoln, I.T.; E. A. C. Lloyd, M.T.; A. S. H. Maclean, M.T.; A. H. Marshall, G.I.; N. C. Mehra, L.I.; R. M. C. Munro, I.T.; T. G. Nayar, M.T.; W. J. Oakes, G.I.; A. C. H. Russell, I.T.; A. A. Scanlan, M.T.; L. C. Sharma, G.I.; G D. Stanford, M.T.; Kaimji K. Sualy, G.I.; D. G. Sutherland, M.T.; Abdul Wahid, L.I.; A. S Ward, I.T.; E. L. Watt, I.T.; C. G. Whyte, I.T.; S. E. Williams, I.T.; V. B. Wills, M.T.; H S. Wood-Smith, L.I.

The number examined was 121, of whom 88 passed.

The special prize of £50 for the best examination in Evidence, Procedure, and Criminal Law was awarded to A. Andrewes-Uthwatt, Gray's-inn.

Four candidates were postponed until Easter examination, 1903, and one until the Trinity examination, 1903.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY. — Nov. 4. — Chairman, Mr. Alfred Dods.—The subject for debate was: "That this house regrets the decision of the House of Lords in the case of *Neale* v. *Gordon-Lennox* (H. L. (E.), 1902, W. N. 156)." Mr. P. A. Koppel opened in the affirmative; Mr. Harnett seconded in the affirmative. Mr. R. A. Stevens opened in the negative; Mr. T. S. Cragoe seconded in the negative. The following members also spoke: Messrs. Hamilton Fox, Basil Watson, Bernstein, Pleadwell, Harold Pollock, G. A. Alexander, Weller, and Barrett. Mr. Koppel replied. The motion was lost by nine votes.

BIRMINGHAM LAW STUDENTS' SOCIETY. — Nov. 4. — The chair was taken by Mr. Robert E. Noble, barrister-at-law.—A discussion took place upon the following moot point—viz.: "That the decision in *Bynes* v. *Bank of England* was wrong." The speakers in the affirmative were Messrs. W. H. Coley, E. R. M. Parr, E. Woodward, and T. F. Duggan (hon. mem.); and in the negative Messrs. A. G. Mattey, F. Foulston, J. F. E. Hallwright, E. A. B. Cox, and S. J. Grey. After the openers on either side had replied, the chairman summed up, and on the vote being taken a win resulted in favour of the negative by a majority of five. A hearty vote of thanks to the chairman for presiding brought the meeting to a close.

The Northamptonshire County Council and the Land Transfer Acts.

AT a meeting of the Northamptonshire County Council, held on the 23rd ult., at which there was a large attendance, including the Duke of Grafton, Earl Spencer, and Lord Erskine, the question of the application of the compulsory provisions of the Land Transfer Act, 1897, was discussed. The committee on the Acts reported that it had been resolved, by way of amendment: "That, in view of the wide difference of opinion existing as to the operation and effect of the Land Transfer Act, the committee recommend the council to defer taking action until the operation of the Act has been tested by further experience." Accompanying this report was the draft report of Mr. S. G. Stopford Sackville (the chairman of the council), a report, however, which his committee declined to accept, strongly urging the adoption of the compulsory provisions. The Committee further reported that they had had the advantage of an interview with the Registrar of the Land Registry, and were satisfied that the Acts were administered with the requisite skill and discretion.

On this report the deputy clerk read a letter from the town clerk for the borough of Northampton. Mr. Hankinson expressed the hope that the County Council would not commit itself to the adoption of the principles of the Land Transfer Act until further inquiry had been made and experience gained as to the working of the Act in London, in regard to which, he believed, the Government promised a full and public inquiry before further extension of the area was made.

Mr. Frank Hill, the manager of the Northampton Branch of the London, City and Midland Bank (Limited), forwarded a petition, signed by the representatives of the various banks in the county. The petition was to the effect that the bank representatives viewed with grave apprehension the possibility of the compulsory clauses of the Land Transfer Act being adopted by the council. They considered that there had not been sufficient experience of the working of the Act to justify its adoption without further inquiry, and they believed that the result of registration under the Act would be to increase expense and delay in all dealings with land and real property.

Mr. Gotch moved the reception of the report. Mr. Manfield seconded, and the report was received.

In proposing the resolution in the report, Mr. Gotch said that the idea of the easy transfer of land was exceedingly attractive, but he found on inquiry that the matter was not as simple as it at first appeared. The persons who were most able to judge of the merits of the matter were solicitors, bankers, and building societies. The Incorporated Law Society were completely and absolutely opposed to the extension of the 1897 Act without further inquiry. The petition which had just been read showed the opinion of bankers, for the petition represented the whole of the banks in the county, and moreover was signed by general managers of two banks having numerous branches in London. The Building Societies' Association Report in 1901 said that the operation of the Act in London had caused considerable delay and increase in the costs of mortgages. He knew of no single voice in favour of the Act except it was directly or indirectly the voice of officials concerned with the working of the Act. Although it might be advantageous in regard to large estates and simple titles, in most cases he was confident it would mean delay and additional expense.

Mr. Abbott said it would be a very bad day's work for the county if the register were made compulsory. He had built about 230 houses at an expenditure of about £80,000. Of that £10,000 was on land under a land register; and he could say that in dealing with that £10,000 worth, where he would have paid £10 under the ordinary transfer of land he had to pay £20 in respect to land registry dealings. He knew the land registry under which he had worked was not the present one—it was called Lord Westbury's Act. The new Act had been purged of some of the bad points, he knew, but a good many of them remained. He referred to the hardships the Act would work on building society members. He should like further information on the subject: if it was a good thing, it would keep, and he did not know why Northamptonshire should be a pioneer in this matter, for no other county had yet adopted the Act.

Mr. F. Ballard said that the adoption of the Act would have an undesired effect in Kettering. He had been in communication with the secretary of the London Permanent Building Society as to the working of the Act in London, and the secretary of that society said that the Act was cumbersome in its working, while it increased the expense of land transfer.

Lord Spencer said that he differed very much indeed from the remarks which had been made by Mr. Gotch and others. He had always felt very strongly on the question of the cheap transfer of land, and he wished to see it established not only for large properties but especially for small properties. He wished to see it for building societies, and he entirely endorsed what Mr. Abbott had said as to the importance such societies occupied. He valued extremely the work those societies did in enabling working men to have houses of their own, and to be in the position of proprietors in the country. He wished to extend to them, with larger proprietors, every facility which existed of dealing with their land and even getting advances on their land if necessary. He had had some opportunity during his life of seeing how land transfer was worked in other countries, and he hoped we were now getting out of the prejudices which, he feared, surrounded us, so much certainly in his youth, in thinking every English institution superior to every foreign one. We could learn a great deal from what was done in other countries, and even we could learn from our own colonies. A good many years ago, when he spent a winter in the French dominion, in Algeria, he took pains to make himself conversant of the regulations with regard to land transfer there, and he came to the conclusion that the simplicity and economy and security which the French system gave was admirable, and that we ought, if possible, to have something in the same way. He had recently had some experience of the working of a foreign system of land transfer. He had a little land in Northamptonshire and in other parts of England, but perhaps members of the council were not aware that he was a proprietor in Germany. Last year he had to deal with a very small plot of land—only amounting to about a quarter of an acre—in regard to a church in a place which he frequented in the summer in Germany. Having had a fund placed in his hand, he purchased a small piece of land around the church and the land was put in his name. He went through all the processes of becoming a proprietor in Germany, and it was one of the simplest operations possible. When he proceeded this year to transfer the land to the Church Society, if it had not been for a mistake owing to the Church Society giving him a wrong name, he would have effected the transfer at a small charge indeed He went before the Burgomaster, and the whole cost of the transfer only came to 13s. He maintained that we ought to do something of that sort in England. Mr. Gotch had quoted the opinion of solicitors and bankers with regard to the matter. He had great respect for solicitors, and no doubt solicitors had practical experience in the working of land transfer, but he could not follow Mr. Gotch in tolerating the views of solicitors in the matter. He did not blame solicitors for being prejudiced to the system to which they were accustomed. He could quite understand solicitors, but he would put against that the opinion of great lawyers and great jurists of the country, whose names would go down to posterity, Lord Westbury, Lord Cairns, Lord Selborne, Lord Herschell, the present Lord Chief Justice, Lord James, every one of those had worked all their lives in favour of the system. He had endeavoured, as far as he could, to read what there was on the matter, but he had not read the report of the Incorporated Law Society, which represented the solicitors of the country. He had read the report from the Land Registry as to the working of the Act in London. London was the only place by the Act where it was put in force. London was the most complicated area, perhaps, in the kingdom, for it was broken up into every kind and size. The Act had worked for nearly three years, and the report made to the Houses of Parliament did not give the bad account of the working of the Act which had been put before the council It was surprising to him to find the enormous value of the property which had been brought under the registry, £24,907,643 being the aggregate value of the transactions during three years. He could not find that there was the delay which had been spoken of. Thirty-eight per cent of the cases were dealt with in less than a week, and involved not more than one attendance at the office. A great deal depended on where the Court of Registry was, and he hoped that if the Act was adopted they would have the Court of Registry in Northampton.

Mr. Pell supported the report. They could not convert the land of England into a chattel: the land of England could not be dealt with as one could deal with a chair or table.

Mr. Atkinson said that the fees for the land registry were not large, and moreover they were purely tentative. There was no reason why they should not decrease almost to vanishing point. During twenty-five years' experience of deeds registry in Yorkshire he had never heard of the fees being objected to. He quoted a case in which a solicitor's bill for £15 15s. would under land registry have been only about 10s. 6d.

Mr. Smith, in regard to the question of errors in the register, said that when the registry was opened in London a sinking fund was established, but out of 34,000 properties going through the registry that fund had not once been called upon.

Mr. Judge did not think that the view of the chairman had been shaken by anything that they had heard. The proposal of the chairman was really a matter of progress.

The Chairman said he did not agree with Mr. Abbott that the council should not be a pioneer, and that it should be content to follow in the wake of the other counties. Our colonies had been acting on this system for years past, and Austria-Hungary and Germany had had a system of registration for years past. Anyone who had taken the trouble to look at the report made in regard to the foreign systems would see that the very small transactions to which Mr. Abbott had called attention were carried through in many countries with the greatest facility and expedition and economy. If that was the case in foreign countries, he was at a loss to understand why an analogous system should not be adopted here. It was not an untried system, but legislation which had been on the Statute Book for the last five years. The evils of the present system were, first, that there was no security against fraud, and fraud was not altogether unknown in transactions on mortgages. Under the new system of registration and title such frauds, he believed, would be absolutely impossible, and that surely was a great argument in favour of a change. Surely the interests of small owners, house owners, and owners of large property should be uppermost, and should not allow themselves to be fettered and fined because some of their professional advisers were not in favour of the new system. His views were not shaken in the least because the solicitors and bankers were against the adoption of the new system.

Mr. Jackson said that the only evidence in favour of the Act came from the officials connected with the registry, and their evidence must be taken with a considerable amount of caution. Their salaries and expenses last year in London amounted to £38,000: if the Act was in force throughout the country that cost would be a million. He contended that there was no hostility of solicitors to land registration. Northamptonshire was an unsuitable county for the experiment; the Borough of Northampton and the Soke of Peterborough were not included in the scheme: and besides that, the county was honeycombed with copyhold property which was not subject to land registry.

After a discussion occupying nearly two hours, the chairman put the resolution contained in the report, and it was carried without a division.

The Borough of Kendal and Mr. Pennington.

On the 30th ult there was a large assembly at Kendal Town Hall to witness the ceremony of the conferring of the honorary freedom of the borough of Kendal on Mr. Richard Pennington, solicitor, a native of the town. The Mayor (Mr. G. Gilkes) presided, and on his right sat the guest of the occasion, Mrs. Pennington accompanying him.

The Mayor called on the Town Clerk to read a resolution of the Town Council, adopted on the 28th of October, that the honorary freedom of the borough be conferred upon Mr. Pennington. The Mayor then formally asked Mr. Pennington if he was willing to accept the offer of the honorary freedom, in reply to which that gentleman signified his pleasure in so doing, and signed the roll.

Mr. Gray Hill said it was with the utmost satisfaction that he was present on this interesting occasion, as vice-president of the Incorporated Law Society, and he much regretted that Sir Albert Rollit was unable to be present. Unfortunately he was on a voyage to America at the present moment, and therefore could not be with them. He had desired him (the speaker) to say how much he regretted his absence, and how greatly he sympathized with his friend Mr. Pennington in the honour they had conferred upon him. He was also desired by the governing body of the society to say how much they were gratified by the honour conferred on one who had served them so long, so loyally, and so well as Mr. Pennington had served them. Mr. Pennington was a native of Kendal, and was educated at their grammar school. He was articled to Mr. Thomas Harrison, in that town, and afterwards transferred to Messrs. Clayton & Cookson, of Lincoln's-inn, Mr. Strickland Cookson being a native of the district, if not of the town, and most highly respected in the profession to which he belonged. Mr. Pennington was admitted a solicitor in 1855, and entered as a partner the firm mentioned, ending by being head of the firm in 1888. He was elected a member of the Council of the Law Society in 1879, and became president, reaching the highest point possible for a member of his profession to reach, in 1892-93. From 1882 to 1902 he was chairman of the most important of their committees—the finance and general purposes committee, and so well did he administer the finances of the society that in 1891 he succeeded in entirely getting rid of a large mortgage debt for which the society had previously been liable. He remained chairman of that committee for nearly twenty years, and notwithstanding the great demands which the position made upon his time, he was unremitting in his other duties as a member of the Council, and no member of that body had a better record of services rendered, so much so that when he relinquished the position the members presented him with a very handsome piece of plate in token of their recognition of his services. Speaking to that gathering as representing the society to which Mr. Pennington belonged, he could say that no one was more eminent among them than Mr. Pennington himself, and no one had won more largely the respect and esteem of his colleagues.

The Mayor then called upon the Chairman of the Westmorland Law Society to address the gathering.

Mr. Bolton (Town Clerk) said he was thankful for being permitted to speak on this occasion, both for his personal regard for Mr. Pennington and because he spoke for the Westmorland Law Society. Many solicitors, he knew, were greatly interested in these proceedings, and the message he had to deliver on their behalf was one of congratulation and thanks—congratulation to the mayor and corporation of Kendal that they had thought fit to do this honour to Mr. Pennington, and thankful acknowledgment to Mr. Pennington for his eminent services to their profession. Mr. Bolton then spoke of the commencement of Mr. Pennington's career, which he traced briefly, and referred to some of the services that gentleman had rendered. The work of reform, education, and discipline among solicitors had been begun by Mr. Strickland Cookson and others half a century ago,

and had been ably carried on by the chief guest of to-day and his colleagues, and it seemed to him suitable that they should offer their tribute of appreciation to the connection of a Westmorland man with the Law Society and with the cause of legal education and reform.

The Mayor said it fell to his lot to hand to Mr. Pennington the scroll and the casket in which it would be placed. He could not wisely add much to what had been said. Speaking of Mr. Pennington, he said that such men always gravitated to the larger centres. Though Kendalians lost their fellow townsman from amongst them in early age, they watched his course with interest and pride, and noted his love for his native town, and he was sure they welcomed him with all earnestness and warmth and zeal as a fellow burgess. Their distinguished guest had attained to high eminence in the law, and rendered conspicuous service to the Law Society, and again and again speakers had expressed the pride they felt in his having been born in Kendal. They now saw in him a benefactor of the Kendal Grammar School, and they were proud of his connection with Kendal; and the town and corporation asked his acceptance of the illuminated scroll and casket in memory of this day. The work was executed by their own Kendal people, and he begged personally to give Mr. Pennington a hearty and warm welcome.

Mr. Pennington, who was received with resounding expressions of welcome, said he was sure the ladies and gentlemen present would understand that it was extremely difficult to him to respond in what he should call at all adequate terms to the very great kindness that had been conferred upon him, and the great honour which had also been conferred upon him that day in electing him an honorary burgess of his native town. It was quite true, as had been said by more than one speaker, that he was born in Kendal. He was born in a house in Highgate, which he believed was now occupied by a medical man. It faced up the street as they used to call it, and it was a very nice house, with a nice garden which had been somewhat marred, to his taste, by a building which had been erected there, although for a very suitable and proper purpose. It was also true that he was at the Kendal Grammar School, having been there for two periods of about a year at each time—the old grammar school he was speaking of, and he recollected it so well that he could now feel almost as though it were yesterday, and that he could still take his books and go to school and do his morning lesson. He could not express in words how grateful he felt for the honour which the Corporation of Kendal had done him, chiefly, no doubt, in connection with the Incorporated Law Society, and owing to the fact that some years ago he became the president, and had for a number of years occupied the position of the Finance member—in other words, the treasurer of the society. This naturally led him to say a few words to them about the work of the society, which he thought was not generally understood, but was often misunderstood. He believed it was sometimes supposed to be a species of trades union, a sort of institution for the benefit of solicitors, and by no means for the benefit of their clients—a sort of nest of conspirators who were concerned in finding out how much could be got out of unhappy people for what they were pleased to call their services. There could not be a greater mistake. From his own experience he was able to testify that the work which the society had done during a great number of years, but particularly of late years, had been done in the interests of the public. He would not say that it was not also in the interests of the profession, for he did not know of any body of men united together as they were who did not in some degree look after their own interest; but he wished to say that the primary object to which they had devoted time and labour without stint had been the reform of the law, the improvement of procedure, the securing of speedy justice to everyone, and cheap justice also. And this had been done, not in a selfish spirit, because everyone knew that with cheaper justice less must naturally go into the pockets of solicitors—so much the worse for them. He wished to say very emphatically that the society had steadily, during the last quarter of a century, worked for the reform of the laws, and that to their efforts were due in great measure all those alterations that had made the laws very different from what they had been even in his recollection. He claimed that the society was entitled to the gratitude of the public for what they had done. He could imagine some of his friends in the legal profession saying—You seem to have done a great deal for the general public, but what have you done for us? Well, his answer to that question was this—that in his judgment, and he thought in the judgment of all the members of the Council of the society, whatever was for the good of the general public in the way of improvement of the law was for the good of the profession. The more speedily they could get justice done the more contented the general public would be, and they would not be unwilling to pay generously a professional adviser for work done speedily and properly. If they could reform the procedure, if they could expedite proceedings in the great High Court which did not get along so fast as it might, he thought they would find that the public and the profession would be equally well contented and satisfied.

Mr. Ald. Wilson, as senior alderman of the borough, congratulated their guest on his admission to the small and select body of honorary freemen of the borough of Kendal. It was a distinction, he said, to which in olden days many eminent persons aspired, the records containing the names of judges of assize, ecclesiastical dignitaries, recorders, justices, and others. Among them he found the name of Mr. Richard Pennington, dating so long ago as 1582. He asked them now to give their new burgher a hearty welcome. As an old boy his success reflected great credit on the school where he received his early education, and his generous action which they were met to acknowledge shewed that he had never forgotten his old school. After referring to his successful career, Mr. Wilson asked all to join with him in wishing Mr. Pennington might long be spared to enjoy the privileges conferred upon him, and that in generations to come his name might be remembered as one of the many worthies of Westmorland.

Mr. Ald. Monkhouse, Captain Bagot, and others delivered brief addresses.

The proceedings then terminated, and the mayor afterwards entertained a number of visitors from the district to luncheon in an adjoining room.

Legal News.

Appointments.

Mr. H. Erle Richards, barrister-at-law, has been appointed Counsel to the Post Office on the Oxford Circuit, in succession to Mr. J. J. Cleave, who has resigned the appointment.

Mr. J. Gerard Laing, barrister-at-law, has been appointed Associate on the South-Eastern Circuit, in succession to the late Mr. Collinson.

Mr. Arthur Raymond Kirby, barrister-at-law, has been appointed one of the representatives of the Society of Lincoln's-inn on the Incorporated Council of Law Reporting for England and Wales, in the place of Mr. Walter Charles Renshaw, K.C., who has resigned his membership of that council.

Information Required.

The solicitors, in Chancery-lane, of the late Henry Arthur Morris, of Lagos, West Africa, are urgently requested to communicate with Mr. J. A. Neale, solicitor, 20, Abchurch-lane, E.C.

Changes in Partnerships.

Admission.

Messrs. Batchelor & Cousins, solicitors, of Brook House, 10, 11, and 12, Walbrook, London, E.C., have admitted Mr. W. A. Warren, who has been associated with them for several years, into partnership, and the name of the firm will in future be Batchelor, Cousins, & Warren.

Dissolutions.

Henry O'Brien O'Donoghue and William Charles Collings Anson, solicitors (O'Donoghue & Anson), Bristol, and at Clevedon. Sept. 29. The business will in future be carried on at the same places by the said Henry O'Brien O'Donoghue in co-partnership with Barré Robert Machray Forbes, under the firm or style of O'Donoghue, Anson, & Forbes. [*Gazette*, Oct. 31.

Douglas Morey Ford and Alfred William Dashper, solicitors and notaries (Douglas Ford & Dashper), Portsmouth. July 31. The goodwill reverting to the said Douglas Morey Ford pursuant to the articles of partnership. [*Gazette*, Nov. 4.

General.

Mr. Justice Ridley has been appointed the judge to try cases in the Revenue Paper for the ensuing year.

It is stated that Mr. Renshaw, K.C., intends to retire from practice at the bar at the end of the present year.

Mr. Justice Wright has fixed Tuesday, the 9th of December, for the next sitting of the Railway and Canal Commission Court at the Royal Courts of Justice.

Mr. Justice Swinfen Eady will preside at the inaugural concert of the season of the Legal Musical Society, which will take place at the Freemasons' Tavern on Friday evening next.

The *Jewish Chronicle* says that the death of Joseph P. Benjamin at Honduras, and his burial at New Orleans, recalls his great brother Judah P. Benjamin, "the brains of the Southern Confederacy." Both having served the lost cause, left the country at the close of the war, Joseph going to his plantation in Honduras, Judah to take a leading position at the English bar.

The Supreme Court of Judicature Bill was read a second time in the House of Commons on Wednesday. Mr. Caldwell said that the Workmen's Compensation Act had caused a considerable block in the Court of Appeal, and he understood that the object of this Bill was to enable that court to sit in three divisions instead of two. He urged that it was most undesirable that any final appeals should be heard by two judges, and asked for an assurance that that would not be so. The Attorney-General assured the hon. member that there was nothing in the Bill which would enable any one of the proposed three courts to consist of less than three judges.

The legal status of a procession is (says the *St. James's Gazette*) a curious question for a law court to be called upon to decide, but this was the point to be determined in two cases tried before Mr. Justice Wills on the 1st inst. Was the Royal Procession of last Saturday week the Coronation Procession postponed from the 27th of June, or was it a new thing in connection with the Thanksgiving Service in St. Paul's last week? Mr. Justice Wills held that it was the former, and consequently that a contract to let seats for the Coronation Procession was duly performed by providing them on the 25th of October. Curiously enough the same party, who as plaintiff in one case argued that the Coronation Procession had been only postponed, contended in a second, in which he was defendant, that it had been entirely abandoned. Unfortunately for the Victoria Seats Agency both cases were tried on the same day and before the same judge, otherwise it might quite possibly have won both ways.

In the Michaelmas Bar examinations, says the *Westminster Gazette*, the results of which have just been announced, there were 426 candidates, of whom 304, or 71 per cent., were successful. The smallest proportion of passes was in Constitutional History, in which only 65 per cent. passed, and the largest in the final examination, in which 85 per cent. passed. This is a complete reversal of the results of a few years back, when the passes in the final were generally only about 55 per cent. Of the successful candidates, seventeen, or less than 6 per cent., secured first classes; seventy, or about 23 per cent., second classes; and the remaining 217 third classes. The Inner Temple had 112 successful candidates, of whom about 3 per cent. secured first classes; the Middle Temple, eighty-eight candidates, with 9 per cent. of first classes; Lincoln's-inn, sixty-one candidates, with no first classes; and Gray's-inn, forty-three candidates, with 12 per cent. of first classes. About 20 per cent. of the successful candidates are of Indian nationality.

The first Ordinance of the Legislative Council of the Orange River Colony (No. 1, 1902), which is dated the 5th of July, 1902, and is known as "The Civil Administration Indemnity Ordinance, 1902," takes, says the *South African Law Journal*, the form of an Act of Indemnity. It enacts that all the proclamations issued by Major Hamilton Goold-Adams, C.B., C.M.G., in his own name and in his capacity of Deputy-Administrator of the Orange River Colony, between the 28th of January, 1902, and the date of the promulgation of the constitution of the Orange River Colony, are declared to be legally binding, from the time of issue thereof, as if such proclamations had been issued by and in the name of the administrator of the Orange River Colony for the time being. The ordinance further enacts that all functions and duties whatsoever, exercised and performed in furtherance of the administration of the Orange River Colony, and in good faith, by the said Deputy-Administrator between the 28th of January, 1902, and the date of the promulgation of the constitution, are to be deemed and taken to have been validly and in due form of law exercised and performed as the case may be. This is an ordinance of a somewhat unusual kind. In the ordinary course, the only acts or statutes of indemnity known in the British system are those which relate to acts done under martial law. Martial law is a rule of necessity, and many acts are properly done under it which would be absolutely unjustifiable if civil law were in force. When the reign of civil law, therefore, is restored, it is desirable to pass an Act justifying what, but for such an Act, would remain illegal. This procedure is not so usual in the case of things done by a civil authority. But it may very logically be answered that until the signing of articles of peace (on the 31st of May, 1902), at least, the Deputy-Administrator of the Orange River Colony was acting under martial law, inasmuch as his power was supported by military force.

In the course of his address as chairman at the first lecture of the course promoted by the Solicitors' Managing Clerks' Association, Lord Justice Vaughan Williams, who presided, said that he did not like codes; he hated codes, but he was not at all sure that we should not have to come to them. To a certain extent, and that in the law merchant, we had already recognized codes, because the Bills of Exchange Act—what was it but a code? The Sale of Goods Act—what was it but a code? Both of these subjects, as to which we had already arrived at a code, were subjects which peculiarly belonged to the law merchant; and his expectation was that, as time went on, now that locomotion was so easy and communication so easy all over the world, we should be driven to a consensus of some sort, and probably that consensus would take the shape of a code. All he could say about codes was this, that if we came to have codes which contained provisions like the Code Napoléon, like the new German Code, the result would be that the science of law would disappear altogether. The words of the code were made the only thing that they could look at; they were forbidden to consider previous decisions upon that very code, because the only test was to be, What does the code say? and each judge had to look at the code and answer that question for himself, and was to pay no attention to the view that any other judge had adopted on a previous occasion. If we had a code of that sort, a code which prevented one from looking back to the history of the law and construing the words of the code in view of the history of the law, there would be no such thing as jurisprudence. Lawyers would only have to learn a somewhat difficult lesson and ask, What does the code say? and then to apply it in each case as best they could. He was delighted to be able to tell them that, notwithstanding the express words of the Code Napoléon and of the brand new German Code, which was a code of three or four years ago, they had found it, in both France and Germany, absolutely impossible to carry out the express provisions of the code. The truth of the matter was that when the law came to be administered lawyers could not help being influenced by decisions which had already been given upon the code, and also could not help, in any case where the code did not cover the exact case before the court, looking back to the history of the law in order to construe the code. In those circumstances he could only say he hoped that if we came to have a code, which he thought we should have, for the law merchant, it would be by the common consent of nations so drafted that the law would still continue to be a science notwithstanding the passing of the code.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Nov. 10	Mr. Pemberton	Mr. W. Leach	Mr. Greswell	Mr. Godfrey
Tuesday 11	Jackson	Theed	Church	R. Leach
Wednesday 12	R. Leach	W. Leach	Greswell	Godfrey
Thursday 13	Godfrey	Theed	Church	R. Leach
Friday 14	Beal	W. Leach	Greswell	Godfrey
Saturday 15	Carrington	Theed	Church	R. Leach

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Nov. 10	Mr. Jackson	Mr. Carrington	Mr. Farmer	Mr. Theed
Tuesday 11	Pemberton	Beal	King	W. Leach
Wednesday 12	Jackson	Carrington	Farmer	King
Thursday 13	Pemberton	Beal	King	Farmer
Friday 14	Jackson	Carrington	Farmer	Church
Saturday 15	Pemberton	Beal	King	Greswell

The Property Mart.

Sales of the Ensuing Week.

Nov. 11.—Messrs. E. & H. Lumley, at the Mart, at 2:—City of Westminster (close to Victoria Station, about 300 yards from Victoria-street): a Freehold Estate of about 49,356 super feet, including a fully-licensed house. Solicitors, Messrs. Lumley & Lumley, London. (See advertisements, Nov. 1, p. 9.)

Nov. 11.—Messrs. Chas. Saunders & Son, at the Mart, at 2:—Kensington: Freehold Investment—Double-fronted Residence, let upon lease at rental of £300 per annum. Solicitors, Messrs. Hewlett & Co., London. (See advertisements, this week, p. 3.)

Nov. 12.—Messrs. Douglas Young & Co., at the Mart, at 2:—Peckham: Freehold Ground-rents amounting to £106 18s. per annum. Solicitors, Messrs. Bayley, Adams, Rawser & Noble, London.—Sydenham: Nine detached Residences, let as rentals of from £100 to £120 each. Solicitor, T. H. R. Foord, Esq., London.—Winchmore-hill: Six semi-detached Villas, let at rentals of from £49 to £55 each, the whole producing £286 per annum. Solicitors, Messrs. Wills & Stannard, London.—Brockley, S.E.: Nine Villa Residences, let at rentals of £38 and £40 each, the whole producing £348 per annum. Solicitors, Messrs. C. & E. Woodroffe, London. (See advertisements, Nov 1, p. 18.)

Nov. 13.—Messrs. C. C. & T. Moore, at the Mart, at 2:—Plaistow: Freehold houses, shops, and lands, let at £440 per annum. Solicitors, Messrs. Phillips & Boyle, London.—Mile End: Corner baker's shop, let at £33; 6, Toilet-street, Globe-road, rental £30. Solicitors, Messrs. Harris, Chetham, & Co., London.—Whitechapel: Freehold adaptable for warehouse or factory. Solicitors, Messrs. Hicks, Arnold, & Mosley, London.—Wapping and Walthamstow: Leaseholds, let at £163. Solicitor, C. A. Rose, Esq., London. (See advertisements, Nov. 1, p. 20).

Nov. 13.—Messrs. Stimson & Sons, at the Mart, at 2:—Freehold and Lease-hold Ground-rents of over £330 per annum secured upon Property in East Dulwich. Solicitors, W. H. London, Esq., London.—Balham: Freehold Ground-rents of £60 (in one collection). Solicitors, Messrs. Abbott & Hudson, London.—Peckham: Freehold Ground-rents of nearly £100 per annum. Solicitors, Messrs. Lovell, Son, & Pitfield, London.—Hoxton: Two Freehold Houses and Shops, in a good business position; let upon repairing leases. Solicitor, J. Howard Smith, Esq., London.—Newington Butts: Equal to a ground-rent—Two Houses and shops (one with off-licence), producing £110 per annum. Solicitor, C. F. Corbould Ellis, Esq., London.—Sutton: Detached double-fronted Residence known as Manor Lodge, Carshalton-road, High-street, Sutton. Solicitors, Messrs. Phillips, Son, & Thompson, London. (See advertisements, Nov. 1, p. 18.)

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. Foster & Cranfield held their usual Fortnightly Sale, No. 738, of the above Interests at the Mart, E.C., on Thursday last, when a total of £9,900 was realized:—

	£
REVERSIONS:	
Absolute to One-fifth of £19,500	Sold 2,125
Absolute to a Legacy of £2,000	" 1,970
Absolute to £1,003 Bank of England Stock	" 2,110
Absolute to One-ninth of £10,600	" 780
To One-fifth of Victorian Government 4 per Cent. Inscribed Stock ...	" 340
LIFE POLICIES:	
For £1,500; life 65	" 1,360
For £200; life 70	" 380
For £500; life 65	" 325
For £500; life 76	" 420

Winding-up Notices.

London Gazette.—FRIDAY, Oct 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. B. Cycle Co, Limited—Pets for winding up, presented Oct 28, directed to be heard Nov 11. White & Leonard, Bank bldgs, Ludgate circus, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 8

Alcolite Syndicate, Limited—Creditors are required, on or before Dec 11, to send in their names and addresses, and the particulars of their debts or claims, to George William Lindsay Thompson, 105, Colmore row, Birmingham. Roose & Harris, Birmingham, solors for liquidator

Anglo-Mexican Mining Co, Limited (in Liquidation)—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Lydstone Joseph Langmead, 31, Walbrook

Chuss Consolidated, Limited (in Liquidation)—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Lydstone Joseph Langmead, 31, Walbrook

Cymmer Navigation Collieries, Limited—Pets for winding up, presented Aug 11, directed to be heard Nov 11. Cammon, 6, Gray's inn pl, Gray's inn, for Walker, 82, John st, Sunderland, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 10

Fremantle Smelting Works, Limited—Creditors are required, on or before Jan 31, send their names and addresses, with particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st

H. F. Davis & Co, Limited—Pets for winding up, presented Oct 28, directed to be heard Nov 11. Tyrrell & son, 3, Raymond bldgs, Gray's inn, for James Seal, Exeter, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 10

Presentation Tea Co, Limited—Creditors are required, on or before Dec 17, to send their names and addresses, and particulars of their debts or claims, to R. S. Mayes, 20,

Stephen's chmbrs, Telegraph st. Brash & Co, 9, Bow Church yd, Cheapside, solors for the liquidators

RAMPON, SYDNEY, & Co, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses, and proof of their debts or claims, to John William Barratt, 19A, Coleman st. Haslip, 6, Martin's la, Cannon st, solor for liquidator

RANDT GOLD MINING CO LIMITED—Creditors are required, on or before Nov 18, to send their names and addresses, and the particulars of their debts or claims, to Lydstone Joseph Langmead, 31, Walbrook

SEATON FIRST PROVIDENT CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Tetlow, West Blandford st, Newcastle upon Tyne. Dranefield & Elsdon, Newcastle upon Tyne, solors to liquidator

COUNTY PALATINE OF LANCASTER.
UNLIMITED IN CHANCERY.

MANCHESTER CROWN PERMANENT BENEFIT BUILDING SOCIETY—Petn for winding up, presented Oct 29, directed to be heard at the Court House, Byrom st, Manchester, on Nov 10, at 10 o'clock. Beaumont, 86, Cross st, Manchester, solor for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 8

London Gazette.—TUESDAY, Nov. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COTTON WASTE DEALERS MUTUAL FIRE INSURANCE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts and claims, to Tom Walton, 104, King st, Manchester

HASTINGS AND EAST SUSSEX MOTOR CAR SYNDICATE, LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and particulars of their debts and claims, to H. A. Pearch, 44, Cambridge rd, Hastings

Bankruptcy Notices.

London Gazette.—TUESDAY, Oct. 28.

RECEIVING ORDERS.

ALLBRIGHTON, JOHN, Stirchley, King's Norton, Worcester, Mineral Water Manufacturer Birmingham Pet Oct 23 Ord Oct 23

ASKEW, WILLIAM, Windermere, Hotel Proprietor Kendal Pet Oct 23 Ord Oct 23

BARKER, LOUIS, Derby, Provision Dealer Derby Pet Oct 14 Ord Oct 24

BRADBURY, WILLIAM, Hartlington, Derby, Farmer Burton on Trent Pet Oct 24 Ord Oct 24

BRILL, WILLIAM, Maesteg, Glam, Grocer Cardiff Pet Oct 20 Ord Oct 20

BURTON, CHARLES EDMUND, Cowes, I of W, Refreshment House Keeper Newport Pet Oct 24 Ord Oct 24

CAIRES, ALEXANDER, Berwick upon Tweed, Farmer Newcastle on Tyne Pet Oct 23 Ord Oct 23

CHARLTON, ROBERT, Kingston upon Hull, Clerk Kingston upon Hull Pet Oct 23 Ord Oct 23

COUCHMAN, ALBERT CHARLES, Strood, Kent, Carpenter Rochester Pet Oct 24 Ord Oct 24

DINGWALL, MARY, Itchen, Woolston, nr Southampton Poole Pet Oct 24 Ord Oct 24

EASTON, PERCY HOLLAND, Church st, Islington, Engineer High Court Pet Sept 27 Ord Oct 17

EDMONDSON, ROBERT HENRY, Rochdale, Pianoforte Dealer Rochdale Pet Oct 25 Ord Oct 25

EHRLICH, AARON, Manchester, Merchant Manchester Pet Sept 13 Ord Oct 22

ERASMUS, WILLIAM, Pembroy, Carmarthen, Tin Worker Carmarthen Pet Oct 25 Ord Oct 25

ETHERIDGE, ALFRED SEPTIMUS, Rhayader, Radnor, Clerk Newtown Pet Oct 25 Ord Oct 25

FOGLEARDE, NATALE, Chetwynd rd, Highgate rd, Engine Driver High Court Pet Sept 15 Ord Oct 24

GARNER, GEORGE, Leeds, Hat Merchants' Manager Leeds Pet Oct 15 Ord Oct 24

GRAHAM, HECTOR Hay Mills, Worcester, Tailor Birmingham Pet Oct 23 Ord Oct 23

GREEN, CHARLES EDGAR, and EDWARD ARMITAGE, Mirfield, Yorks, Huddersfield, Greengrocers Dewsbury Pet Oct 23 Ord Oct 23

GREEN, FRANK, Kingston upon Hull, Wagonette Proprietor Kingston upon Hull Pet Oct 23 Ord Oct 23

HAINS JAMES GEORGE, New Brompton, Gillingham, Kent, Picture Frame Maker Rochester Pet Oct 24 Ord Oct 24

HANDLEY, PHILIP, Elm, Isle of Ely, Cambridge, Farmer King's Lynn Pet Oct 23 Ord Oct 23

HARDWICKE, WILLIAM, Ramsgate, Hotel Keeper Canterbury Pet Oct 8 Ord Oct 25

HARRISON, ALDRIDGE, Derby, Builder Derby Pet Oct 23 Ord Oct 23

HENLEY, ALFRED, Priory rd, Hornsey High Court Pet Oct 23 Ord Oct 23

HINCHCLIFFE, HENRY, Bramley, Leeds, Wood Turner Leeds Pet Oct 24 Ord Oct 24

HUSBAND, JOHN, Leeds, Grocer Leeds Pet Sept 30 Ord Oct 24

JERAM, GEORGE, Southsea, Hants, Butcher Portsmouth Pet Oct 24 Ord Oct 24

JOHNSON, HENRY SYDNEY, Manchester, Manufacturers' Agent Manchester Pet Oct 23 Ord Oct 23

JONES, JOHN, Rhyl, Flint, Coal Merchant Bangor Pet Oct 23 Ord Oct 23

JONES, JOHN, Leicester, Leather Merchant's Agent Leicester Pet Oct 9 Ord Oct 24

JOSEPHOWITZ, MARKS, St George's st East High Court Pet Oct 23 Ord Oct 23

KEIGHLEY, JOHN, and JOHN WESTWOOD, Pontefract, Plumbers Wakefield Pet Oct 23 Ord Oct 23

LEE, JOSEPH F, Harbourne, Staffs, Baker Birmingham Pet Oct 23 Ord Oct 25

LIDDIATT, JOSEPH WILLIAM, St James rd, Upper Tooting, Builder Wandsworth Pet July 7 Ord Oct 23

LOWRY, CHARLES AUSTIN, Birmingham, Draper Birmingham Pet Oct 23 Ord Oct 23

MILLER, CHARLES, Leamington, Greengrocer Warwick Pet Oct 23 Ord Oct 23

MILNES, WILLIAM CROSSLEY, Frizinghall, Bradford, Commission Agent Bradford Pet Oct 24 Ord Oct 24

MOUD, SIMON, Gt Smeaton, Yorks, Grocer Northallerton Pet Oct 10 Ord Oct 21

NATION, FRANK, Cheltenham, Labourer Cheltenham Pet Oct 24 Ord Oct 24

NAYLOR, CHARLES CHRISTOPHER, Rhyl, Flints Bangor Pet Oct 23 Ord Oct 23

PIERIS, WILLIAM, Fenchurch st High Court Pet Sept 3 Ord Oct 24

ROYLE, SAYWELL, Wakefield, Painter Wakefield Pet Oct 23 Ord Oct 23

SAXON, GEORGE H, Littlehampton, Accountant High Court Pet Sept 25 Ord Oct 23

THOMAS, BRADNEY, Stafford, General Draper Stafford Pet Oct 24 Ord Oct 25

TOMASSO, VINCENZO, Leeds, Piano Organ Builder Leeds Pet Oct 24 Ord Oct 24

TURNER, ABRAHAM, Bishop Auckland, Durham, Furniture Dealer Durham Pet Oct 22 Ord Oct 22

VIDEON, HENRY, Seething la, Wine Merchant High Court Pet Sept 27 Ord Oct 23

WILLIAMS, DAVID JOHN, Maesteg, Glam, Carpenter Cardiff Pet Oct 20 Ord Oct 20

WILLIAMS, JOHN WALTER POWELL, Tuffnell Park rd, Holloway Merthyr Tydfil Pet Oct 24 Ord Oct 24

WOOD, STEPHEN, Thackley, Bradford, Farmer Bradford Pet Oct 25 Ord Oct 25

WOODCOCK, FRANCIS ALBERT, Liverpool, Photographer Liverpool Pet Oct 25 Ord Oct 25

ORDER RESCINDING RECEIVING ORDER.

LEE, WILLIAM HERBERT, Southport, Rate Collector Liverpool Rec Ord Oct 9, 1899 Resc Oct 24, 1902

FIRST MEETINGS.

BARRASS, FRED, Hereford Nov 7 at 3 2, Offa-street, Hereford

BARTRAM, WILLIAM, jun. Weston, Staffs, Grocer Nov 13 at 11.15 Messrs Wright & Westhead, 1, Martin st, Stafford

BECKETT, JAMES, Abingdon, Berks, Tailor Nov 4 at 12 1, St Alcate's Oxford

BERRY, REGINALD RICH, Portslade, Sussex, Builder Nov 13 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

BRILL, WILLIAM, Maesteg, Glam, Grocer Nov 4 at 12 Off Rec, 117, St Mary st, Cardiff

CAMDEN, RICHARD, Weston, nr Bath Cycle Manufacturer Nov 6 at 11.45 Off Rec, 26, Baldwin st, Bristol

CARTER, PERCY ASHTON, Elgin mans, Elgin av Nov 7 at 1 Bankruptcy bldgs, Carey st

CLARK, HOBART, Scruton, Yorks, Farmer Nov 10 at 11.30 Court house, Northallerton

COLLINS, DENNIS, Merthyr Tydfil, Collier Nov 7 at 3 135, High st, Merthyr Tydfil

COTTER, AARON, Bethnal Green rd, Boot Dealer Nov 10 at 11 Bankruptcy bldgs, Carey st

DAFT, HENRY, North Evington, Grocer Nov 5 at 12 Off Rec, 1, Berridge st, Leicester

DAVIES, GWILYM WILLIAM, and JOHN PRICE, Tracynon, Aberdare, Grocers Nov 6 at 2 135, High st, Merthyr Tydfil

DAVIES, MARGARET, Llandudno, Draper Nov 5 at 12 Crypt chmbrs, Eastgate row, Chester

DENLEY, WILLIAM GEORGE, West Bridgford, Notts, Painter Nov 4 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

DOUCE, EDWIN, Harborne, nr Birmingham, Fruiterer Nov 6 at 11 174, Corporation st, Birmingham

DUNDAS, LAWRENCE CHARLES, HM Prison, Maidstone, Governor Nov 5 at 10.15 9, King st, Maidstone

EATON, JOHN, Glanadda, Bangor, Grocer Nov 5 at 12.15 Crypt chmbrs, Eastgate row, Chester

ERASMUS, WILLIAM, Pembrey, Carmarthen, Tinworker Nov 5 at 11 Off Rec, Queen st, Carmarthen

FAGG, EDWARD, ash next Sandwich, Kent, Farmer Nov 13 at 9 Off Rec, 68, Castle st, Canterbury

FINEBERG, ISAAC, Liverpool, Draper Nov 5 at 12 Off Rec, 35, Victoria st Liverpool

GARNER, GEORGE, Leeds Nov 5 at 11 Off Rec, 22, Park row, Leeds

GREEN, CHARLES EDWARD, and EDGAR ARMITAGE, Mirfield, Yorks, Greengrocers Nov 4 at 11 Off Rec, Bank chmbrs, Batley

GRIFFITH, J H R, Brighton Nov 13 at 3 Off Rec, 4, Pavilion bldgs, Brighton

HILL, JOHN SHERRY, Stockport, Grocer Nov 4 at 11 Off Rec, County chmbrs, Market pl, Stockport

HULBERT, WALTER, West Yatton, Yatton Keynell, Wilts, Farmer Nov 6 at 11.30 Off Rec, 26, Baldwin st, Bristol

HUNTON, WILLIAM, Pickhill, Melmerby, S O, Yorks, Farmer Nov 10 at at 11 30 Court house, Northallerton

JONES, JOHN, Leicester, Leather Merchant's Agent Nov 5 at 3 Off Rec, 1, Berridge st, Leicester

JONES, WILLIAM, Aberaman, Aberdare, Timberman Nov 5 at 3 135, High st, Merthyr Tydfil

JOSEPH, FENY, Devonport, Naval Outfitter, Nov 6 at 11 6, Athenæum ter Plymouth

LORD, GEORGE, Rochdale, Wheelwright Nov 11 at 11.15 Townhall, Rochdale

MCNEILL, DONALD TORQUIL, Corby, Northampton, Estate Agent Nov 5 at 3 Off Rec, Bridge st, Northampton

MILLER, CHARLES, Leamington, Warwick, Greengrocer Nov 4 at 10.30 Off Rec, 17, Hertford st, Coventry

MYCROFT, HARRY, Derby, Grocer Nov 4 at 3 Off Rec, 47, Full st, Derby

NICHOLLS, FLORENCE ADELAIDE, Newport, Mon, Grocer Nov 6 at 11 Off Rec, Westgate chmbrs, Newport, Mon

POOLMORE, HENRY, Gt Horton, Bradford, Botanical Beer Brewer Nov 4 at 11 Off Rec, 31, Manor row, Bradford

PYM, PERCY, and JOSEPH ERNEST BROWN, Belper, Derby Nov 4 at 3.30 Off Rec, 47, Full st, Derby

RAYMENT, HERBERT GEORGE, Bedford Nov 5 at 12 Off Rec, Bridge st, Northampton

ROYLE, SAYWELL, Wakefield, Painter Nov 5 at 11 Off Rec, 6, Bond terr, Wakefield

RUSSELL, ASA EDMUND, Shepton Mallet, Somerset, Grocer Nov 6 at 12 Off Rec, 26, Baldwin st, Bristol

SAXON, GEORGE H, Littlehampton, Accountant Nov 10 at 12 Bankruptcy bldgs, Carey st

STEWARD, FREDERICK WILLIAM STAFF, Southend on Sea, Butcher Nov 5 at 1 Shirehall, Chelmsford

VIDEON, HENRY, Seething la, Wine Merchant Nov 7 at 11 Bankruptcy bldgs, Carey st

WEBSTER, PETER, Sutton, St Helens, Lancs, Joiner Nov 6 at 10.30 Off Rec, 35, Victoria st, Liverpool

WILKINSON, WILLIAM, Market Harborough, Leicester, Chemist Nov 4 at 12 Off Rec, 1, Berridge st, Leicester

WILSON, JAMES GEORGE, Cheltenham Nov 7 at 3 County Court bldgs, Cheltenham

WOODWARD, THOMAS BENNETT, Armitage, Staffs, Farmer Nov 13 at 10.45 Messrs Wright & Westhead, 1, Martin st, Stafford

ADJUDICATIONS.

ASKEW, WILLIAM, Windermere, Hotel Proprietor Kendal Pet Oct 23 Ord Oct 23

BERRY, REGINALD RICH, Portslade, Brighton, Builder Brighton Ord Oct 24

BIRTWISTLE, JOHN THOMAS, Gt Harwood, Joiner Blackburn Pet Sept 5 Ord Oct 22

BRADBURY, WILLIAM, Hartington, Derby, Farmer Burton on Trent Pet Oct 24 Ord Oct 24

BRILL, WILLIAM, Maesteg, Glam, Grocer Cardiff Pet Oct 20 Ord Oct 20

CHARLTON, ROBERT, Kingston upon Hull, Clerk Kingston upon Hull Pet Oct 23 Ord Oct 23

COUCHMAN, ALBERT CHARLES, Strood, Carpenter Rochester Pet Oct 24 Ord Oct 24

CROSSLAND, TOM, Hemsworth, Yorks, Builder Wakefield Pet Sept 24 Ord Oct 24

DINGWALL, MARY, Itchen Woolston, nr Southampton Poole Pet Oct 24 Ord Oct 24

EDMONDSON, ROBERT HENRY, Roondale, Pianoforte Dealer Rochdale Pet Oct 25 Ord Oct 25

ERASMUS, WILLIAM, Pembrey, Carmarthen, Tin Worker Carmarthen Pet Oct 25 Ord Oct 25

ETHERIDGE, ALFRED SEPTIMUS, Rhayader, Radnor, Clerk Newtown Pet Oct 25 Ord Oct 25

EVANS EDWARD ARTHUR, Penrhyn Bay, nr Llanduino, Brickmaker Chester Pet Sept 24 Ord Oct 25

GARNER, GEORGE, Leeds Leeds Pet Oct 15 Ord Oct 23

GREEN, CHARLES EDWARD, and EDGAR ARMITAGE, Knowl, Mirfield, Greengrocers Dewsbury Pet Oct 23 Ord Oct 23

GREEN, FRANK, Kingston upon Hull, Wagonette Proprietor Kingston upon Hull Pet Oct 23 Ord Oct 23

GRAHAM, HECTOR, Hay Mills Worcester, Tailor Birmingham Pet Oct 23 Ord Oct 24

HAINS, JAMES GEORGE, New Brompton, Gillingham, Kent, Picture Frame Maker Rochester Pet Oct 24 Ord Oct 24

HANDLEY, PHILIP, Emneth, Norfolk, Farmer King's Lynn Pet Oct 23 Ord Oct 23

HARRISON, ALDRIDGE, Derby, Builder Derby Pet Oct 23 Ord Oct 23

HENLEY, ALFRED, Hornsey High Court Pet Oct 23 Ord Oct 23

HINCHCLIFFE, HENRY, Bramley, Leeds, Wood Turner Leeds Pet Oct 24 Ord Oct 24

JERAM, GEORGE, Southsea, Butcher Portsmouth Pet Oct 24 Ord Oct 24

JOHNSON, HENRY SIDNEY, Manchester, Manufacturer's Agent Manchester Pet Oct 23 Ord Oct 23

JONES, JOHN, Rhyl, Flints, Coal Merchant Bangor Pet Oct 23 Ord Oct 23

JOSEPHOWITZ, MARKS, St George's st East High Court Pet Oct 23 Ord Oct 23

KEIGHLEY, JOHN and JOHN WESTWOOD, Pontefract, Yorks, Plumbers Wakefield Pet Oct 23 Ord Oct 23

LANDAU, MARCUS, Highbury New Park High Court Pet Sept 24 Ord Oct 24

LIPSON, JOSEPH HYMAN, Portobello rd, Notting hill, Draper High Court Pet Sept 26 Ord Oct 25

MARSH, KATE TOLSON, Regent st, Bootmaker High Court Pet Oct 1 Ord Oct 23

MILLER, CHARLES, Leamington, Warwick, Greengrocer Warwick Pet Oct 23 Ord Oct 25

MILNES, WILLIAM CROSSLEY, Bradford, Commission Agent Bradford Pet Oct 24 Ord Oct 24

MORGAN, EVERARD HOME MURRAY, Wolverhampton, Engineer Wolverhampton Pet Aug 15 Ord Oct 23

MUDD, SIMON, Gt Smeaton, Yorks, Grocer Northallerton Pet Oct 10 Ord Oct 24

NATION, FRANK, Cheltenham, Labourer Cheltenham Pet Oct 24 Ord Oct 24

NAYLOR, CHARLES CHRISTOPHER, Rhyl, Flint Bangor Pet Oct 23 Ord Oct 23

RAYMENT, HERBERT GEORGE, Bedford Bedford Pet Oct 18 Ord Oct 23

REEVE, JAMES, Redhill, Bootmaker Croydon Pet Sept 23 Ord Oct 22

RILEY, JOSEPH, Bradford, Stuff Merchant Bradford Pet Oct 11 Ord Oct 24

ROYLE, SAYWELL, Wakefield, Painter Wakefield Pet Oct 23 Ord Oct 23

SOUTHERN, JOHN, Chorlton cum Hardy, Lancs, Builder Salford Pet Oct 8 Ord Oct 25

SYDENHAM, JAMES STOVEL, Tiverton, Devon, Smith Exeter Pet Oct 6 Ord Oct 25

TOMASSO, VINCENZO, Leeds, Piano Organ Builder Leeds Pet Oct 24 Ord Oct 24
WEBSTER, PETER, Sutton, St Helen's, Joiner Liverpool Pet Oct 13 Ord Oct 24
WILLIAMS, DAVID JOHN, Maesteg, Glam, Carpenter Cardiff Pet Oct 20 Ord Oct 20
WILLIAMS, JOHN WALTER POWELL, Tufnell pk rd, Holloway Merthyr Tydfil Pet Oct 24 Ord Oct 24

Amended notice substituted for that published in the London Gazette of Oct 14:

ADAMS, ROLAND, and JAMES GORRINGE POYNTER, Gutter in, Cheapside, Soft Goods Merchant High Court Pet Oct 9 Ord Oct 11

ADJUDICATION ANNULLED.

LEE, WILLIAM HERBERT, Southport, Rate Collector Liverpool Adjud Oct 20, 1899 Annul Oct 24, 1902

London Gazette.—FRIDAY, Oct. 31.

RECEIVING ORDERS.

ASTBURY, WILLIAM, Isycoed, nr Wrexham, Clothier Wrexham Pet Oct 25 Ord Oct 25
BAKER, PHILIP, and MAITLAND WETHENHALL, Liverpool, Steamship Brokers Liverpool Pet Oct 3 Ord Oct 29
BARNARD, HARRY EDWARD THOMAS, Walton, Suffolk, Plumber Ipswich Pet Oct 28 Ord Oct 28
BATHER, FREDERICK, Morda, nr Oswestry, Salop, Miller Wrexham Pet Oct 8 Ord Oct 27
BEW, EDWARD JOHN, Eastbourne, Fruit Salesman Eastbourne Pet Oct 3 Ord Oct 28
BRAIN, GILBERT, Kingswood, Glos, Builder Bristol Pet Oct 29 Ord Oct 29
BRODHURST, SAMUEL, Marford, nr Wrexham, Grocer Wrexham Pet Oct 28 Ord Oct 28
BUSHELL, ALFRED BRADNACK, Whitacre, Warwick, Cycle Maker Birmingham Pet Oct 27 Ord Oct 27
BYROM, EDWIN, Armley, Leeds, Commercial Traveller Leeds Pet Oct 28 Ord Oct 28
CLARK, B J, Effra rd, Brixton, Builder High Court Pet Oct 1 Ord Oct 27
CLARKE, WILLIAM, Knaresborough, Grocer's Porter York Pet Oct 28 Ord Oct 28
CLIFFORD, THOMAS, Linacre rd, Willesden green High Court Pet Sept 8 Ord Oct 27
CROSS, WILLIAM, Preston, Licensed Victualler Liverpool Pet Oct 10 Ord Oct 28
DALE, JOHN, Allostock, Cheshire, Farmer Crewe Pet Oct 27 Ord Oct 27
DANIELS, ELIZABETH, Cardiff, Fish Dealer Cardiff Pet Oct 27 Ord Oct 27
DORRELL, JAMES JOHN, Aston Eyres, nr Bridgnorth, Salop, Farmer Madeley Pet Oct 27 Ord Oct 27
GRAVES, MARK, Ilkeston, Baker Derby Pet Oct 28 Ord Oct 28
HALL, SAMUEL, Barnoldswick, Yorks, Weaver Bradford Pet Oct 29 Ord Oct 29
HANCOX, WILLIAM HENRY, Coventry Coventry Pet Oct 29 Ord Oct 29
HARRISON, JAMES, Newcastle on Tyne, Draper Newcastle on Tyne Pet Oct 8 Ord Oct 27
HARWOOD, WILLIAM, Pulborough, Sussex, Builder Brighton Pet Oct 10 Ord Oct 27
HATHAWAY, ARTHUR HECTOR, Sparkbrook, Worcester, Tobacconist Birmingham Pet Oct 28 Ord Oct 28
HOWES, THOMAS GEORGE, Woolwich, Harness Maker Greenwich Pet Oct 28 Ord Oct 28
HUGHES J N, Birkdale, Coal Merchant Liverpool Pet Oct 16 Ord Oct 29
JONES, ENOCH, Barrow in Furness, Shoemaker Barrow in Furness Pet Oct 27 Ord Oct 27
KAYE, ARTHUR THOMPSON, Bath st, Poplar, Timber Merchant High Court Pet Oct 29 Ord Oct 29
KILMINSTER, ERNEST HENRY GEORGE, Gloucester, Builder Gloucester Pet Oct 8 Ord Oct 27
LEVING, HEINARD, Denmark st, Soho, Fine Art Publisher High Court Pet Oct 9 Ord Oct 29
MASSEY, JOHN, Longton, Staffs, Grocer Hanley Pet Oct 28 Ord Oct 28
MATHEWSON, HENRY, Vickerstown, Barrow in Furness, Shipwright Barrow in Furness Pet Oct 27 Ord Oct 27
MAYES, ROBERT WALKER, Stirchley, Worcester, Tailor Birmingham Pet Oct 27 Ord Oct 27
MEARS, STEPHEN, Kettering, Northampton, Fishmonger Northampton Pet Oct 28 Ord Oct 28
MILTON, EDWARD GEORGE, Leicester, Tailor's Cutter Leicester Pet Oct 28 Ord Oct 28
NEAIL, RICHARD, Leicester Leicester Pet Oct 28 Ord Oct 28
PHILLIPS, EDGAR MARCHMAN, Newbridge, Mon, Fireman Newport, Mon Pet Oct 27 Ord Oct 27
PIPER, JAMES ALFRED, Eastbourne, Tailor Eastbourne Pet Oct 28 Ord Oct 28
RICHARDSON, FRANCIS, St Helen's ter, North Kensington, Butcher High Court Pet Aug 28 Ord Oct 29
ROWLEY, CHARLES, and JOSEPH DRINKWATER, North Shields, Glass Merchants Newcastle on Tyne Pet Oct 28 Ord Oct 28
SCOTT, WILLIAM GUTHRIE, and THOMAS HERBERT SCOTT, Liverpool, Stationers Liverpool Pet Oct 25 Ord Oct 28
SMITH, EDWARD, Southsea, Baker Portsmouth Pet Oct 25 Ord Oct 25
SMITH, JOHN WILLIAM, Stockton on Tees, Steam Crane Driver Stockton on Tees Pet Oct 27 Ord Oct 27
SORRIN, JOSEPH, Manchester Manchester Pet Oct 29 Ord Oct 29
STEPHENS, JONATHAN, Keyham Barton, Devonport, Chemist Plymouth Pet Oct 27 Ord Oct 27
STRUTHERS, DAVID CHARLES, Finsbury pvmt, Hosier High Court Pet Oct 9 Ord Oct 30
SUGGITT, HERBERT, Harrogate, Painter York Pet Oct 27 Ord Oct 27
THOMAS, E W, Barnt Green, Worcester, Builder Birmingham Pet Oct 17 Ord Oct 29
WILLIAMS, WILLIAM ADAM, Cwmbran, Mon, Farmer Newport, Mon Pet Oct 29 Ord Oct 29

Amended notice substituted for that published in the London Gazette of Oct 28:

EHRLICH, ARON, Lower Broughton, Salford, Commission Agent Manchester Pet Sept 12 Ord Oct 22

FIRST MEETINGS.

ALLEN, JOHN, Burnley, Grocer's Assistant Nov 10 at 2.30 Off Rec, 14, Chapel st, Preston
ARNOLD, GEORGE, Newport, I of W, Fruit Salesman Nov 8 at 11.30 Off Rec, 19, Quay st, Newport, I of W
BARNARD, HARRY EDWARD THOMAS, Walton, Suffolk, Plumber Nov 7 at 2.30 Off Rec, 36, Princes st, Ipswich
BEVAN, HARRY WATTS, Todmorden, Yorks, Draper Nov 10 at 3 Off Rec, 14, Chapel st, Preston
BURTON, CHARLES EDMUND, Cowes, I of W, Refreshment house Keeper Nov 8 at 12 Off Rec, 19, Quay st, Newport, I of W
CAIRNS, ALEXANDER, Berwick upon Tweed, Farmer Nov 7 at 11.45 Messrs A L & J A Miller, Estate Agents, Bank bldgs, Sandgate, Berwick upon Tweed
CAVEN, NATHANIEL, Ipswich Nov 7 at 2 Off Rec, 36, Princes st, Ipswich
CLARK, B J, Effra rd, Brixton, Builder Nov 11 at 12 Bankruptcy bldgs, Carey st
CLIFFORD, THOMAS, Linacre rd, Willesden Green Nov 13 at 12 Bankruptcy bldgs, Carey st
CLARKE, WILLIAM, Knaresborough, Grocer's Porter Nov 13 at 11.30 Off Rec, The Red House, York
COUCHMAN, ALBERT CHARLES, Strood, Undertaker Nov 17 at 12.15 115, High st, Rochester
CUDBARD, JAMES, Norwich, Grocer Nov 7 at 1 Off Rec, 8, King st, Norwich
DINGWALL, MARY, Itchen, Woolston, nr Southampton Nov 7 at 12.30 Off Rec, Endless st, Salisbury
DODSON, JOSEPH, Halifax, Solicitor Nov 7 at 3 Off Rec, Townhall chmbrs, Halifax
EASTON, PERCY HOLLAND, Church st, Islington, Engineer Nov 10 at 1 Bankruptcy bldgs, Carey st
ELLIS, EDWARD CHARLES, Chesterfield, Coach Builder Nov 8 at 12.30 Angel Hotel, Chesterfield
FOGLEARDE, NATALE, Chetwynd rd, Highgate rd, Engine Driver Nov 11 at 11 Bankruptcy bldgs, Carey st
GRAFTON, WILLIAM, Brynmawr, Brecon, Insurance Agent Nov 10 at 3 135, High st, Merthyr Tydfil
GREEN, FRANK, Kingston upon Hull, Wagonette Proprietor Nov 7 at 11 Off Rec, Trinity House ln, Hull
HAINS, JAMES GEORGE, New Brompton, Gillingham, Kent, Picture Frame Maker Nov 17 at 12 115, High st, Rochester
HALL, JOHN, Catterall, nr Garstang, Lancs, Schoolmaster Nov 7 at 2.30 Off Rec, 14, Chapel st, Preston
HARRISON, JAMES, Newcastle on Tyne, Draper Nov 7 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
HAYNES, HARRY, Blackpool, Builder Nov 7 at 3 Off Rec, 14, Chapel st, Preston
HICKS, FREDERICK JOHN, Aberdare, Coal Merchant Nov 11 at 2 135, High st, Merthyr Tydfil

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24 & 25, BIRCHIN LANE, E.C.

HINCHCLIFFE, HENRY, Bramley, Leeds, Wood Turner Nov 7 at 11.30 Off Rec, 22, Park row, Leeds
HUSBAND, JOHN, Leeds, Grocer Nov 7 at 11 Off Rec, 22, Park row, Leeds
JERAM, GEORGE, Southsea, Butcher Nov 11 at 3 Off Rec, Cambridge junct, High st, Portsmouth
JOHNSON, HENRY SIDNEY, Manchester, Manufacturer's Agent Nov 7 at 3 Off Rec, Byrom st, Manchester
KEIGHLEY, JOHN, and JOHN WESTWOOD, Pontefract, Plumbers Nov 7 at 11 Off Rec, 6, Bond ter, Wakefield
LEE, HENRY, Norwich, Auctioneer Nov 7 at 12 Off Rec, 8, King st, Norwich
MILNES, WILLIAM CROSSLEY, Frizinghall, Bradford, Commission Agent Nov 7 at 11 Off Rec, 31, Manor row, Bradford
MUDD, SIMON, Gt Smeaton, Yorks, Grocer Nov 10 at 11.30 Court House, Northallerton
NATION, FRANK, Cheltenham, Labourer Nov 7 at 3 30 County Court bldgs, Cheltenham
NEAIL, RICHARD, Leicester Nov 7 at 3 Off Rec, 1, Berridge st, Leicester
PRITCHARD, WILLIAM ELLIS, Criccieth, Carnarvon, Master Mariner Nov 7 at 12 Crypt chmbrs, Eastgate row, Chester
RICHARDSON, FRANCIS, St Helen's ter, North Kensington, Butcher Nov 11 at 12 Bankruptcy bldgs, Carey st
SCOTT, JOHN THOMAS, Spennymoor, Durham, Grocer Nov 7 at 3 Off Rec, 25 John st Sunderland
SMALLMAN, JAMES, Linton, Hereford, Blacksmith Nov 12 at 3 2, Offa st, Hereford
SMITH, EDWARD, Southsea, Baker Nov 11 at 4 Off Rec, Cambridge junc High st, Portsmouth
STARLING RICHARD HOLMES, Gt Yarmouth Nov 7 at 11 Off Rec, 8, King st, Norwich
STRUTHERS, DAVID CHARLES, Finsbury pavement, Hosier Nov 10 at 11 Bankruptcy bldgs, Carey st
SUGGITT, HERBERT, Harrogate, Painter Nov 12 at 11.30 Off Rec, The Red House, York
TOMASSO, VINCENZO, Leeds, Piano Organ Builder Nov 7 at 12 Off Rec, 22, Park row, Leeds
WEBB, GEORGE HENRY, Walsall, Grocer Nov 11 at 12 Off Rec, Wolverhampton
WEST, JOHN, St Weonards, Hereford, Miller Nov 12 at 3 2, Offa st, Hereford
WIDGER, FRANK G, Plymouth, Builder Nov 10 at 11 6, Athenæum ter, Plymouth
WILSON, ALFRED, Bridlington, Butcher Nov 7 at 11.30 74, Newborough, Scarborough
WIXSON, THOMAS JOHN, Moss Side, nr Manchester Nov 7 at 2 30 Off Rec, Byrom st, Manchester
WOOD, STEPHEN, Thackley, Bradford, Farmer Nov 10 at 11 Off Rec, 31, Manor row, Bradford

ADJUDICATIONS.

APPLEBY, ERNEST, and GEORGE WORTLEY MACHIN, Sheffield, Metal Brokers Sheffield Pet Oct 9 Ord Oct 29
ASTBURY, WILLIAM, Isycoed, nr Wrexham, Clothier Wrexham Pet Oct 25 Ord Oct 25
BARNARD, HARRY EDWARD THOMAS, Walton, Suffolk, Plumber Ipswich Pet Oct 28 Ord Oct 28
BRODHURST, SAMUEL, Marford, nr Wrexham, Grocer Wrexham Pet Oct 28 Ord Oct 28
BUSHELL, ALFRED BRADNACK, Whitacre, Warwick, Cycle Maker Birmingham Pet Oct 27 Ord Oct 27
BYROM, EDWIN, Armley, Leeds, Commercial Traveller Leeds Pet Oct 28 Ord Oct 28
CAIRNS, ALEXANDER, Berwick upon Tweed, Farmer Newcastle on Tyne Pet Oct 23 Ord Oct 27
CLARKE, WILLIAM, Knaresborough, Porter York Pet Oct 28 Ord Oct 28
CROSS, WILLIAM, Preston, Licensed Victualler Liverpool Pet Oct 10 Ord Oct 29
DALE, JOHN, Allostock, Cheshire, Farmer Crewe Pet Oct 27 Ord Oct 27
DANIELS, ELIZABETH, Cardiff, Fruit Dealer Cardiff Pet Oct 27 Ord Oct 27
DORRELL, JAMES JOHN, Aston Eyres, nr Bridgnorth, Salop, Farmer Madeley Pet Oct 27 Ord Oct 27
EHRLICH, ABON, Lower Broughton, Salford, Commission Agent Manchester Pet Sept 12 Ord Oct 28
GRAVES, MARK, Ilkeston, Baker Derby Pet Oct 28 Ord Oct 28
GREY, F B, Sise la, Queen Victoria st High Court Pet Sept 17 Ord Oct 24
HALL SAMUEL, Barnoldswick, Yorks, Weaver Bradford Pet Oct 29 Ord Oct 29
HANCOX, WILLIAM HENRY, Coventry Coventry Pet Oct 29 Ord Oct 29
HOWES, THOMAS GEORGE, Woolwich, Harness Maker Greenwich Pet Oct 28 Ord Oct 28
HOWLETT, GEORGE DANIEL, St Anne's st, Commercial rd, Builder High Court Pet Sept 3 Ord Oct 27
HULBERT, WALTER, West Yatton, Yatton Keynell, Wilts, Farmer Bath Pet Oct 8 Ord Oct 28
HUNTER, FREDERICK WILLIAM, Scarborough, Grocer Scarborough Pet Sept 29 Ord Oct 29
HUSBAND, JOHN, Leeds, Grocer Leeds Pet Sept 30 Ord Nov 28
JACOBS, DAVID HENRY, Sun st, Finsbury, Glass Manufacturer High Court Pet July 16 Ord Oct 28
JONES, ENOCH, Barrow in Furness, Shoemaker Barrow in Furness Pet Oct 27 Ord Oct 27
KAYE, ARTHUR THOMPSON, Bath st, Poplar, Timber Merchant High Court Pet Oct 29 Ord Oct 29
LEE, JOSEPH F, Harborne, Staffs, Baker Birmingham Pet Oct 28 Ord Oct 27
LOWRY, CHARLES AUSTIN, Birmingham, Draper Birmingham Pet Oct 28 Ord Oct 28
MATHEWSON, HENRY, Vickerstown, Barrow in Furness, Shipwright Barrow in Furness Pet Oct 27 Ord Oct 27
MAYES, ROBERT WALKER, Stirchley, Worcester, Tailor Birmingham Pet Oct 27 Ord Oct 29
MEARS, STEPHEN, Kettering, Fishmonger Northampton Pet Oct 28 Ord Oct 28
NEAIL, RICHARD, Leicester Leicester Pet Oct 28 Ord Oct 28
PAYNE, FREDERICK, Wealdstone, Harrow, Butcher St Albans Pet Sept 29 Ord Oct 28
PHILLIPS, EDGAR MARCHMAN, Newbridge, Mon, Fireman Newport, Mon Pet Oct 27 Ord Oct 27
SMITH, EDWARD, Southsea, Hants, Baker Portsmouth Pet Oct 25 Ord Oct 25
SMITH, JOHN WILLIAM, Stockton on Tees, Steam Crane Driver Stockton on Tees Pet Oct 27 Ord Oct 27
SORRIN, JOSEPH, Manchester Manchester Pet Oct 29 Ord Oct 29
STEPHENS, JONATHAN, Barton, Devonport, Chemist Plymouth Pet Oct 27 Ord Oct 27
SUGGITT, HERBERT, Harrogate, Painter York Pet Oct 27 Ord Oct 27
WELLS, WILLIAM, Alton st, Kensington, Brewer High Court Pet Sept 6 Ord Oct 23
WILLIAMS, WILLIAM ADAM, Cwmbran, Mon, Farmer Newport, Mon Pet Oct 28 Ord Oct 29
WOODCOCK, FRANCIS ALBERT, Liverpool, Photographer Liverpool Pet Oct 25 Ord Oct 28

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